NOTICE OF REMOVAL.—*The Office of this* JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court' Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is—Town*, 26*s.*, *Country* 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office—cloth*, 2*s.* 6*d.*, *half law calf*, 4*s.* 6*d.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, DECEMBER 17, 1870.

WE ARE INFORMED THAT THE GOVERNMENT have invited tenders for the laying of the foundations of the New Law Courts, to be sent in to the Board of Works by the end of this month. Mr. Ayrton obtained a vote of £21,450 for these foundations, on the 1st of August, announcing when he asked for it that the work could begin at once. What a funny man he is. This was his notion of beginning at once. Six months' interest on £800,000 is how much?

WE PRINT IN ANOTHER COLUMN a report of a case before the judge of the Croydon County Court, in which the question was whether section 91 of the Bankruptcy Act, 1869, which absolutely avoids any voluntary settlement if the settlor becomes bankrupt within two years after its date, is retrospective in its operation, so as to apply to a settlement made before the Act. The learned judge decides that the Act does not avoid such a settlement; and there cannot be very much doubt, we suppose, as to the soundness of this decision. The reasoning, however, by which this decision is supported in the judgment is neither very clear nor very cogent. The case really falls within the well-known maxim, *nova constitutio futuris formam imponere debet, non præteritis.* It is an invariable rule that a statute must not be so construed as to take away a substantive right already vested, unless such an intention be clearly expressed, though with matters of mere procedure it is otherwise.

THE QUESTION OF THE POWER possessed by clergymen of the Church of England to invite Nonconformist divines who, as regards the Church, are, of course, no more in law than mere laymen, to preach in English churches, has been of late attracting so much attention, that our readers may be glad to be reminded of the state of the law upon the subject.

During the period which elapsed between the Reformation and the Restoration there seems no doubt that both Nonconformist ministers and Presbyterian clergymen of the Church of Scotland did, under the conditions prescribed by 13 Eliz. c. 12 (A.D. 1570), occasionally preach in the pulpits of the National Church. But those conditions were stringent. Section 5 enacts that no person shall be admitted to preach unless he first bring to the bishop a testimonial as to honesty of life and as to his profession of the *doctrine* contained in the Thirty-nine Articles, nor unless he be able to answer and render to the ordinary an account of his faith, in Latin, according to those articles, *or* have special gift or ability as a preacher. It will be observed that under this Act, which proves the strength of the Puritan party in the House of Commons at that date, no assent to any articles except those involving *doctrinal* points was required, nor does it seem that a mere preacher was required to *subscribe* any articles at all; though a preacher who desired to enter the "order" of deacon or minister was required to subscribe some to them. The statute was followed in 1604 by the more stringent provisions of the 36th canon, according to which no one is to be suffered to preach in any parish church, &c., "except he be licensed by the archbishop or bishop, or by one of the two universities, and except he shall subscribe these three articles following:—[here follow articles acknowledging—(*a*) the Royal supremacy; (*b*) that the Prayer-book contains nothing contrary to the Word of God, &c.; and (*c*) that the whole of the Thirty-nine Articles are agreeable to God's Word;"] and by the 50th canon the minister of any church is not to allow any man to preach therein, but such as, by showing his licence to preach, shall appear to him to be sufficiently authorised.

Thus stood the law until the passing of the Act of Uniformity (13 & 14 Car. 2, c. 4), which, by section 19, disabled any person from preaching in any church, chapel, or other place of public worship, unless he have been licensed by the archbishop or bishop [the universities are not mentioned], and have read before the archbishop or bishop and unfeignedly assented to the Thirty-nine Articles. The case of university preachers is dealt with by section 23. It is further provided that before his first sermon he is to read the common prayers appointed to be read for the time of the day, when the sermon is about to be delivered, morning or evening, as the case may be, and publicly declare his assent to the rites and ceremonies prescribed by the Prayer-book. And thus, as regards persons outside the Church, stands the law now, although, as regard the clergy, the 28 & 29 Vict. c. 122, has considerably relaxed the stringency of the assent required to the articles and Prayer-book. The result practically is that no one, even though he should obtain the Episcopal licence, who differs in any particular from the law of the Church either in doctrine or discipline can preach without violating his conscience, or transgressing the law, in any of her pulpits. We need scarcely point out how entirely the stringent enactments we have referred to exclude Nonconformists and Presbyterians, who do differ *toto cœlo* from the discipline, if not always from the doctrine, of the Church of England. Whether any relaxation is desirable or not it is not our province to discuss, but we may at least express a hope that, in the event of change, the salutary old rule for securing efficiency in preachers will be retained.

WE UNDERSTAND THAT a case is likely to come before the Judicial Committee of the Privy Council which involves the discussion of the rule that every man must be taken to intend the natural consequences of his acts. The case we refer to is from the Colony of Victoria, in Australia, on an indictment and conviction for murder. The prisoner, who is a member of the colonial bar, attempted to murder a Mr. Smith with a revolver. He fired several shots, by one of which Mr. Smith was wounded. The prisoner while pursuing Mr. Smith in the street was stopped and thrown down by one Walsh. In the struggle that ensued the prisoner's pistol again went off and killed Walsh. The jury found specially that the pistol went off by accident, and by direction of the judge they found the prisoner guilty. The conviction was upheld by the Court after argument. The Executive Council of the colony, after consideration, at first refused to interfere. Subsequently, however, they altered their minds and granted a reprieve, that the case might be brought before the Judicial Committee.

The facts of this case are very unusual. Not only did the prisoner not intend to kill Walsh, but the immediate cause of Walsh's death was not the intentional act of the prisoner. The death was caused, in one sense, by an accident, and if the prisoner had not been engaged at the time in an unlawful act he would not have been criminally liable for the death of Walsh. The case differs from the familiar example in text-books of A. shooting at B. intending to kill him, but killing C. instead. There the act is done and intended by A., and it is only the consequence that is not intended. In the present case the act

which was the immediate cause of the death was not intended by the prisoner, nor was the consequence of the act intended. We do not now express any opinion on the legal points in this case, as we are unwilling to discuss them while the matter is yet *sub judice*.

This case may also give rise to an important question as to the practice in allowing appeals from colonies to the Judicial Committee in criminal cases.

An appeal in a criminal case is not a matter of right. It rests in the discretion of the Judicial Committee to allow or disallow the appeal. The general principles on which the Committee will allow an appeal are laid down in *Reg.* v. *Bertrand* (16 W. R. 9), where the Committee say that "interference by her Majesty in Council in criminal cases is likely in so many instances to lead to mischief and inconvenience, that in them the Crown will be very slow to entertain an appeal;" but "when the suggestions, if true, raise questions of great and general importance, and likely to occur often, and also where, if true, they show the due and orderly administration of the law interrupted or diverted into a new course which might create a precedent for the future, and also where there is no other means of preventing these consequences, then it will be proper for this Committee to entertain an appeal." *Reg.* v. *Bertrand* has been followed in *Reg.* v. *Murphy* (17 W. R. 1047, L. R. 2 P. C. 35), and it is by reference to these principles that the question whether an appeal will be allowed in the case we are noticing, must be decided.

THE SITTINGS of the Judicial Committee of the Privy Council came to an untimely end on Wednesday last. They commenced on the 10th of November last, and were to have continued for some days longer than they have, but it was found impossible to make up the requisite number of the bench on account of the illness of Sir Lawrence Peel and the indisposition of Sir Joseph Napier. Therefore the termination of the sittings became a matter of necessity. The list for the sittings contained seventy appeals. Five were Ecclesiastical, ten Admiralty, seven Colonial; and forty-eight Indian appeals. Of these, all the Ecclesiastical, a few Admiralty, and some dozen Indian appeals are all that have been disposed of; there are consequently upwards of fifty cases out of the list standing over, the bulk of which are Indian appeals. Thus the block in the Judicial Committee has become even worse than ever, and the dissatisfaction felt in India will be proportionately increased.

BANKERS' CUSTODY OF SECURITIES.

The question as to the liability of a banker for the loss of securities deposited by a customer, came before the Master of the Rolls a few days ago in the case of the United Service Company. This case is reported 19 W. R. 89. It will be remembered that the Privy Council, just two years ago, decided in *Giblin* v. *M'Mullen* (17 W. R. 445), that bankers are not liable for such losses, unless they have been guilty of negligence. That case was decided strictly in accordance with the principles of English law, but it caused some astonishment among laymen, who imagined their bankers were liable for such losses in any case, and led to various plans being suggested for the further protection of depositors, which, as usual in these cases, ended in nothing. One proposition was, if our memory serves us, to establish a sort of Pantechnicon for the safe custody of debentures, share certificates, and the like; and we ourselves pointed out at the time (13 S. J. 788), that the only way by which perfect security could be given to depositors of securities, would be by an arrangement between them and the bankers, by which the bankers should insure the safety of the securities, *i.e.*, should agree to indemnify the owners for any loss, however caused, in return for which the depositor might pay a small per-centage. But the risk even under the present system is exceedingly small; and we believe that if a banker were to adopt our suggestion, few, if any, of his customers would avail themselves of it, but would prefer the old plan without the per-centage.

In *Giblin* v. *M'Mullen* a box with securities in it was deposited with a banker, the customer keeping the key. The securities were abstracted by the cashier, who made away with them; and the question was whether the banker was liable for the loss occasioned by the felonious act of his servant. It was held that he was not so liable, the evidence establishing that all reasonable care had been used to keep the box safe. It was admitted (why, it does not appear) that the banker was a gratuitous bailee, and not a bailee for reward, possibly on the authority of the following passage from Addison (on Contracts, 6th ed. p. 406). "It is the custom of bankers to receive and keep for the accommodation of their customers, boxes of plate and jewels, wills, deeds, and securities; *and as no charge is made for the keeping of those things, they are gratuitous deposits.* The bankers, therefore, are only bound to take ordinary care of them, and if they are stolen by a clerk or servant employed by the bank, the bankers are not responsible, unless they have knowingly hired or kept in their service a dishonest servant." The italics are our own.

In the case of the United Service Company, as in that of *Giblin* v. *M'Mullen*, the loss was occasioned by the felonious act of the servant of the banker. In the *United Service Company's case* the Master of the Rolls held that the banker had contributed to the loss, or, in other words, rendered the loss possible by his own negligence, and was accordingly liable for the loss; in *Giblin* v. *M'Mullen*, as we have seen, the Court came to the opposite conclusion. If the directors of the United Service Company had exercised ordinary vigilance, they would have known that their servant was dishonest: and that amounted to the same thing as knowingly keeping in their service a dishonest servant, in the words of Addison.

In *Giblin* v. *M'Mullen* the banker made no charge for keeping the securities, and it was assumed that he was a gratuitous bailee. In the *United Service Company's case* a small commission was charged. An attempt was made to show that the commission was charged for receiving the dividends, and not for keeping the securities; but whatever the exact nature of the service may be for which the commission was paid, the Master of the Rolls arrived at the conclusion that the banker was a bailee for reward. We believe that the usual practice, with London bankers at all events, is to take care of their customers' securities *gratis*; but it is important to observe what the result is of commission being charged.

But even where no commission is charged, we incline to think that the mere relation of banker and customer makes the former a bailee for reward of securities deposited with him for safe custody. As we suggested in our notice of *Giblin* v. *M'Mullen*, among the "Recent Decisions" (13 S. J. 394), the care of customers' securities must be one of the inducements held out to the customer of the bank; and if so the bank does, in fact, receive a consideration for the deposit, because the right to deposit is one of the terms on which the customer keeps his account at the bank. It may be assumed that the banker would not keep securities *gratis* unless it was his interest in some way or other to do so. And it was contended that the general lien of the banker on all securities deposited with him, as banker, by a customer—unless there be an express contract, or circumstances that show an implied contract, inconsistent with lien (*Brandao* v. *Barnet*, 12 Cl. & F. 806; *Jones* v. *Peppercorne*, Joh. 430)—also made him a bailee for reward. But it was unnecessary to decide these points, as the Master of the Rolls considered that a case of negligence had been established against the company, sufficient to render even a gratuitous bailee liable.

If a case should occur in which it is held that a

banker *quâ* bailee for reward is liable for that degree of negligence in keeping securities which renders a bailee for reward liable where a gratuitous bailee would not be so, *Giblin* v. *M'Mullen* will not be a conclusive authority, but the almost obsolete question as to the distinction between "negligence" and "gross negligence" will have to be re-opened, which the Privy Council —somewhat unnecessarily we think—considered at such length in *Giblin* v. *M'Mullen*. It may be inferred from the judgment in that case that a gratuitous bailee may not be liable in some cases where a bailee for reward would be liable, but the Privy Council made no attempt to indicate what the nature of such cases might be. It is, however, certain from the tone in which the term "gross negligence" has been spoken of in late years, that the distinction between negligence and gross negligence is very thin indeed; and it would be difficult to conceive a case where the fact of the banker being a bailee for reward could practically affect the question as to his liability, unless he had agreed to be liable for *any* loss. Recent cases indeed, such as *Grill* v. *General Iron Screw Collier Company* (14 W. R. 893), show that all bailees, whether paid or not, are liable for want of ordinary care, and nothing more. But we need not pursue this branch of the subject further, as it was discussed in our columns when *Giblin* v. *M'Mullen* was decided (12 S. J. 435).

Upon the whole our conclusion is that the banker is not liable where he has exercised reasonable care, even if a bailee for reward, unless in a case of express contract to insure against loss. If we are correct in the above conclusion, there is nothing to alarm bankers in the decision in the case of the United Service Company, and the consideration suggested by that case, whether a banker with whom securities are deposited is not necessarily a bailee for reward.

But there is another point in the above decision which has a tendency to cause some consternation among customers, viz., the distinction drawn by the Master of the Rolls between the deposit of a box where the customer keeps the key and the banker has no notice of the contents, and the deposit of the naked securities. If the *dictum* of the Master of the Rolls that in such cases the banker is responsible for the care of the box, and not of its contents, be literally correct, the reader had better take his securities out of his box, and place them in his banker's hands for safe keeping. But we do not believe the meaning of the Master of the Rolls to be more than this, that when a box is left in a banker's strong room, and the customer keeps the key, he will be presumed to rely on the box for the protection of the contents, the nature of which is unknown to the banker, who, if the contents were placed naked in his hands, may be expected to put them away in the place most suitable for the protection of the particular articles. Then, if the box be broken open, and the contents abstracted by a servant who bears a fair character, the banker will not be answerable for the act of his servant, as when he abstracted the articles he was not acting within the scope of his employment, any more than if, as was said in an American case (*Foster* v. *Essex Bank*, 17 Mass. 478), he had stolen a pocket-book left on the desk by a person while he was transacting some business with the bank. There is no suggestion in the judgment in *Giblin* v. *M'Mullen* that if the securities themselves had been deposited instead of the box in which they were the result would have been otherwise. When articles are deposited for safe keeping the banker in effect says to his customer, "Here is my strong-room, and these are my precautions against loss"; and if he display ordinary vigilance he will not, we submit, be answerable for loss, either as a bailee for reward, or as a gratuitous bailee.

There are on the file on the docket of the supreme court of Massachusetts between 1,200 and 1,500 libels for divorce, many of which have been there for years.

RECENT DECISIONS.

EQUITY.

SPECIFIC PERFORMANCE—SALE AT A VALUATION.

Richardson v. *Smith*, L.C. & L.J.G., 19 W. R. 81, L. R. 5 Ch. 648.

The cases of *Milnes* v. *Gery* (14 Ves. 400), and *Gourlay* v. *Duke of Somerset* (19 Ves. 429), establish that where the contracting parties have stipulated that the price shall be settled by other persons, unless the price be thus ascertained, the Court will not enforce the contract. This rule applies equally where the price is to be ascertained by valuers to be afterwards appointed, as in *Milnes* v. *Gery*, or where a particular person is nominated on the contract being made, as in *Blundell* v. *Bettargh* (17 Ves. 232). In a strong case on this subject, the purchasers, a railway company, were let into possession under an agreement that the amount of compensation should be settled either by arbitration or a jury, as the vender should determine, and a sum was paid to the vendor expressly on account of the compensation to be ultimately paid. The vendor died before anything further was done, and it was held, notwithstanding the payment on account, that no contract existed specific performance of which could be enforced (*Morgan* v. *Milman*, 1 W. R. 134, 3 D. M. G. 25).

The case of an agreement to sell at a fair valuation is essentially different, as Sir William Grant took care to explain in *Milnes* v. *Gery*, because in such a case the parties have pointed out no particular means of ascertaining the price, and there is therefore nothing precluding the Court from adopting any means adapted to the purpose. But where the parties have themselves pointed out a particular mode, the Court has no power to substitute another mode of ascertaining the price, where the mode pointed out has failed, from whatever cause. To do so would be to make another contract for the parties than that they had entered into.

It is not very prudent, as Sir William Grant observed in *Milnes* v. *Gery*, to contract for an estate at a value to be set by a third person; and it is not often done. But it is a matter of every day occurrence for persons to agree on the price of the thing sold, and stipulate that some adjunct shall be taken at a valuation by third persons. Whether such an agreement can be specifically enforced where no valuation has taken place, depends on whether the adjunct be essential to the enjoyment of the thing sold, or not. In *Darbey* v. *Whitaker* (5 W. R. 772, 4 Drew, 134, the thing sold was a beerhouse, the price of which was agreed on, and the stock-in-trade and fixtures were to be taken at a valuation to be made by two gaugers (named) and their umpire. The stock-in-trade and fixtures in this case were considered essential to the enjoyment of the beerhouse; and the Court, regarding it as one agreement, as no valuation had been made, dismissed the vendor's bill: *Jackson* v. *Jackson* (1 W. R. 264, 1 Sm. & G. 184) is to the same effect.

On the other hand, where the thing to be valued is subsidiary and non-essential to the enjoyment of the thing sold, if no valuation has been made specific performance will be decreed with compensation, as in *Richardson* v. *Smith*. The test is, whether the thing to be valued is or is not an essential part of the contract. If the rule were otherwise, vendors might, as Lord Hatherley explained in *Richardson* v. *Smith*, retain the power of escaping from their contracts by introducing provisions for the valuation of some minor part of the subject-matter of the contract, in such a mode that they might at any time escape from the performance of the agreement as to the main subject of the contract, simply by setting up an act of their own in wrong of the purchaser, and refusing to appoint a valuer. This course an unwilling vendor may pursue with success, where the agreement is to sell the whole, or an essential part of the thing sold, at a price to be fixed by valuers to be named, because equity cannot compel him to appoint a

valuer; though, where the valuers are named, the Court will not allow him to prevent the valuation from being made (*Moore* v. *Merest*, 6 Mad. 26). (See Sugd. V. & P., p. 287.)

COMMON LAW.

BREACH OF CONTRACT—REFUSAL BEFORE TIME FOR PERFORMANCE TO PERFORM CONTRACT—PROMISE TO MARRY.

Frost v. *Knight*, Ex., 19 W. R. 77.

That a contract cannot be broken until the time for performing it has arrived, seems a proposition too clear to require any argument or authority for its support. The contrary has, however, been decided, and, until this case, was undoubted law. *Hochster* v. *De la Tour* (1 W. R. 469, 22 L. J. Q. B. 455), is the leading case upon this point. There the defendant agreed to employ the plaintiff as courier for three months from the 1st of June. Before the 1st of June the defendant told the plaintiff that he would not perform this contract. The plaintiff commenced an action on May 21 for the breach of this contract, and it was held that the plaintiff was entitled to recover, on the ground that "the man who wrongfully renounces a contract (*i.e.*, before the time for performing it has arrived) into which he has deliberately entered, cannot justly complain if he is immediately sued for a compensation in damages by the man whom he has injured; and it seems reasonable to allow an option to the injured party either to sue immediately or to wait till the time when the act was to be done." *Hochster* v. *De la Tour* has subsequently been followed, and in *The Danube Railway Company* v. *Xenos* (10 W. R. 320, 11 C. B. N. S. 152), Erle, C.J., says, "Where there is an explicit declaration by the one party of his intention not to perform the contract on his part, which is accepted by the other as a breach of the contract, that beyond all doubt affords a cause of action," and by cause of action Erle, C.J., meant action for the breach of the contract.

The authority of *Hochster* v. *De la Tour* has now been rudely shaken by *Frost* v. *Knight*. The facts of this case were extremely simple. The defendant promised to marry the plaintiff when his father died. During his father's lifetime the defendant wholly renounced the contract, and refused to be bound any longer by his promise. The plaintiff then brought an action, the defendant's father being still alive, for this refusal as for a breach of the contract to marry. It seems impossible to distinguish this case on principle from *Hochster* v. *De la Tour*. The majority of the Court, however, Kelly, C.B., and Channell, B., Martin, B., dissenting, held that the action for breach of the contract could not be maintained until the time for the performance of the contract had arrived, and they therefore gave judgment for the defendant. The judgment of Kelly, C.B. (which was that of himself and of Channell, B.), does not refuse to follow *Hochster* v. *De la Tour*, and other similar cases, on the ground that they have been wrongly decided, but on the ground that the principle of those cases does not apply to a contract to marry on the happening of a certain event. The only reason which is given for applying different principles to the case of a promise to employ a servant and to a promise to marry at a future time is that the measure of damages is very difficult of computation in the latter case.

The judgment has a fatal, although not an uncommon fault—viz., that it goes too far. If it is sound in principle it is conclusive against such cases as *Hochster* v. *De la Tour*; if its arguments are not sound they do not justify the decision in this case. The essence of the judgment consists of three propositions—(1) that the doctrine of *Hochster* v. *De la Tour* is not older than the decision of that case, and is contrary to general principle; (2) that as a matter of fact a promise to do an act on a future day cannot be broken until that day arrives; (3) that on the renunciation before the day of performance, of a promise to marry, there is no ascertainable measure of damages, but the jury must form a mere guess. Now the first two of these propositions admittedly apply to all contracts, just in the same way that they apply to contracts to marry. A little reflection will show that the third proposition also applies, in principle, to all contracts on which an action is brought before the day of performance has arrived. In every action for breach of promise of marriage, the jury have a wide discretion as to the amount of damages that they may give. This action is not subject to the strict rules respecting measure of damages that govern other actions. This difference will exist, whether the action is brought before or after the day on which the contract was to be performed. Apart from this consideration, the measure of damages in an action before the time of performance by a servant against one who has promised to employ him may be as impossible of accurate measurement as the damages in an action for breach of promise of marriage commenced before the contract was to be completed.

Suppose the case of a clerk contracting with a merchant in large business, that after an existing contract of service of (say) three or four years has expired he will enter into the service of the merchant, who promises then to employ him. Subsequently, but long before the time for performance, the merchant renounces the contract, and tells the clerk that he will not employ him. The clerk at once commences an action. What is the measure of damages? What Kelly, C.B., says, in *Frost* v. *Knight*, as to a breach of contract to marry would apply precisely in the case we have supposed. "The character of the plaintiff might be spotless; the promised marriage [employment] matter of notoriety, and every circumstance might concur to render the match [employment] at once desirable and important to the plaintiff, and to enhance the damages which a jury would be properly disposed to award for a breach of the engagement. And if the expression of a determination to break the contract at a future time is to be taken to be a breach of it now, very large damages might be awarded accordingly. Whereas, when the time should have arrived at which, according to the contract really entered into, the plaintiff would be entitled to the performance of it, the plaintiff might be sixty and the defendant seventy years of age [the question of age can of course only arise when the time for performance is not a fixed but an uncertain time]; The plaintiff might have lost her [his] health or her [his] character, and the defendant might have lost, besides his health, his fortune and his rank in life [for instance, might become bankrupt], and the whole circumstances of the parties might be such as that no jury could justly give more than nominal damages for the breach of the contract; or the plaintiff or the defendant, or both, might have died, so that the contract could never really have been broken at all." This shows clearly enough that with respect to the time of bringing an action there is no question as to the measure of damages peculiar to contracts to marry.

The arguments on which Kelly, C. B., founds his judgment in *Frost* v. *Knight* apply, therefore, in principle to all cases of contracts with as much force as to contracts to marry; and the degree in which the inconvenience as to measure of damages is felt will, of course, vary infinitely in accordance with the facts of each particular case. The judgment, as it stands, is—we say it with all deference—illogical. It ought either to have followed *Hochster* v. *De la Tour*, or to have avowed that that case was wrong, and therefore not to be followed. We express this opinion on the assumption that the judgment admits that if facts similar to those in *Hochster* v. *De la Tour* came before the Court the decision ought to follow the principle of *Hochster* v. *De la Tour*. The judgment seems to be directly opposed to *Hochster* v. *De la Tour*, and similar cases, but it is expressly stated that "these decisions have now made it law that a promise to do an act upon a future day or upon an event which has not yet occurred is broken by a declara-

tion to the promisee that it will be broken or will not be performed, and we are bound by these decisions."

Martin, B., delivered no formal judgment but said simply, "Before *Hochster* v. *De la Tour* I would have concurred in this judgment, but I am unable to distinguish the two cases, and I think the correct course would be to give judgment for the plaintiff and leave the defendant to bring error."

Now that the doctrine of *Hochster* v. *De la Tour* has been discussed, and the soundness of its authority shaken, some doubt as to the law will necessarily be felt in cases of this sort, and this doubt can be removed only by a decision in the Exchequer Chamber. Whenever this point undergoes examination in a court of appeal, we believe that it will be found that the arguments against the principle of *Hochster* v. *De la Tour* are most cogent. It is difficult to assign any intelligible reason for allowing a plaintiff to sue for a breach of contract before it ought to have been performed. Such actions are necessarily proceedings in the dark. It may be that there would be no breach at all in fact, the damages are necessarily a guess, and the defendant loses his *locus pœnitentiæ*. No good argument has ever been brought forward to support this right of a plaintiff to bring such a premature action. He is not injured by being informed that the contract will not be performed. On the contrary, if the contract is to be broken it is an advantage to him to have warning that it will be broken. The plaintiff loses nothing until the time for performance arrives. His knowledge beforehand that the contract will be broken enables him all the more speedily to obtain compensation when the breach actually takes place. A renunciation of a contract ought of course to relieve the other party from all obligation to perform conditions precedent subsequently to be performed on his part, and in an action for the breach it should be sufficient for the plaintiff to aver the defendant's renunciation, and that he himself had not renounced the contract before the defendant's renunciation. In other words the plaintiff ought not to be bound to allege, or prove readiness or willingness to perform the contract at the time of breach, because by the defendant's renunciation he is relieved from that obligation. There ought, however, to be no right of action until a breach has *in fact* taken place. This, we believe, would be a state of law far more satisfactory than that established by *Hochster* v. *De la Tour*. Of course there can be no doubt, whatever view may be taken of this question, that if one party renounces a contract before the arrival of the time for performance, the other party may, if he chooses, accept such renunciation, and then the contract would be rescinded by mutual consent.

In addition to the point decided in this case a suggestion was thrown out by Kelly, C.B., that deserves notice. He suggests that in cases like *Frost* v. *Knight*, where one party to a contract renounces it before the time for performance arrives that there should be a special action on the case in *tort* "for the wrong done by the act of renouncing." He admits that "there might be considerable difficulty in framing such a declaration," but he thinks that such an action could be maintained. The suggested action seems to be new in principle in English law. It is to be an action of *tort*, and therefore apparently not founded upon contract. But if not founded upon contract, upon what is it founded? It would be more reasonable to hold that such an action, if it could be maintained at all, would be one upon an implied contract incidental to and part of the original contract. But for a contract between the parties no such right of action could arise, and, therefore, the action is necessarily founded upon a contract, and ought to be treated as such. It seems, however, more than doubtful whether such an action could be maintained in any shape.

A judge in Indiana has been nicknamed "Old Necessity," because necessity knows no law.—*Albany Law Journal.*

REVIEWS.

The Acts relating to Probate, Legacy, and Succession Duties: Comprising the 36 *Geo.* 3, *c.* 52; 45 *Geo.* 3, *c.* 28; 55 *Geo.* 4, *c.* 184, *and* 16 *&* 17 *Vict. c.* 51. *With Introduction and Copious Notes; an Appendix of Statutes, and full Index.* By ALFRED HANSON, of the Middle Temple, Barrister-at-Law, Comptroller of Legacy and Succession Duties. Second Edition. London: Stevens & Haynes.

This is the second edition of a work published by Mr. Hanson in 1865. At that time he had enjoyed ample opportunities of becoming familiar with the subject, from being largely engaged as junior counsel for the Crown in cases under the Acts. It does not always follow that a man who has such opportunities will produce a good book; indeed, a man may have a legal subject at his fingers' ends, and yet not be able to arrange his knowledge properly in a book. Mr. Hanson's book, however, was at once admitted to be an extremelxy serviceable one, and as there have been delivered in the *interim* quite sufficient decisions on the subject-matter to render a new edition desirable, we are very pleased to welcome the present one. Since Mr. Hanson produced his first edition he has been appointed Comptroller of Legacy and Succession Duties, at Somerset House; it might perhaps be said, therefore, that in any case it will be useful to know what is his view of the law, since, right or wrong, practitioners may suppose that his own view is the one which, so far as he is concerned, he will act on. In truth, however, the book is in itself a most useful one; its author knows every in and out of the subject, and has presented the whole in a form easily and readily handled, and with good arrangement and clear exposition.

First is given, in an introduction of fifty pages, an account of the history of the subject, and of the purport and scope of the Acts. The Acts are then printed, and the sections copiously annotated with references to all the decided cases, including explanatory comments on the decision; besides which (and here Mr. Hanson's official position enables him to make his work peculiarly serviceable to the practitioner), those of the difficult sections which have not as yet been "brought into court," are very fully and lucidly explained. As an instance of Mr. Hanson's notes of the latter description, we may cite his note, at p. 300, to the 3rd section of the Succession Duty Act.

Among other important decisions rendered since the first edition of the work, and noted in the new edition, are *Wallace* v. *Attorney-General*, 14 W. R. 116, L. R. 1 Ch. 1—in which Lord Cranworth decided that the moveable property of owners who die domiciled abroad is not liable to succession duty, thus doing in the case of succession duty what in the case of legacy duty had been done by *Thomson* v. *Advocate-General*, 12 Cl. & F. 1; *Lord Lilford* v. *The Attorney-General*, L. R. 2 H. L. 63 ("continuing interest"); and the late case of *Dugdale* v. *Meadows* (18 W. R. 310, L. R. 9 Eq. 212 (Succession Duty Act, ss. 20, 42), which will be familiar to our readers.

The only complaint we have to make of the work before us is that one or two of the late cases are cited merely as from the author's notes, whereas, although not reported in the *Law Reports* they had been published in other series. The case, for instance, of *Re Badart's Trusts* is noticed at p. 272, as follows:—*Re Badart* (29th April and 18th June 1870, M. S.), though the decision in this case was reported in the *Weekly Reporter* (18 W. R. 335) on the 25th of June, and subsequently in the *Law Journal* (39 L. J. N. S. Ch. 645). But when we find a book so methodically, accurately, and exhaustively put together as Mr. Hanson's, we are not inclined to quarrel with the author for omitting citations to cases decided almost, if not quite, within the period of press.* His book is a most useful one to all practitioners, whether barristers or solicitors.

Chronological Table of and Index to the Indian Statute Book for the year 1834. By C. B. FIELD, M.A., LL.B. London: Butterworths.

Mr. Field has produced a work which will be extremely useful, not only to the profession in India, but to those practising in the Privy Council at home. It is based upon the same plan as that adopted in Rughoonath Bamodhur's

* Since these remarks were put in type we have received from the publishers an *addendum*, giving references to reports of the *Law Reports*, published since the book was printed.

Chronological Table and Index of Indian Acts, and more recently in the Chronological Table of and Index to the Statutes of the United Kingdom, published by Government authority. Mr. Field's Chronological Table and his Index are of course distinct, and the table shows at a glance the subject-matter of each Act, the number of sections, and how far it has been repealed or altered by subsequent Acts.

An introduction is prefixed to the work, in which is shown what is the statute law of India. Excluding from consideration the Acts of the Imperial Parliament which affect India, we find that up to 1834 each of the presidencies had its own code of regulations. In 1834 the Governor-General of India in Council was empowered to legislate for India. In 1862 the Lieutenant-Governor of Bengal in Council and the Governors of Bombay and Madras in Council were empowered to make local laws. Each of these kinds of legislation is treated of by Mr. Field, and he concludes the subject with some instructive remarks on the construction and interpretation of Indian Acts. His introduction is not the least valuable part of the work.

Report of the Case of The Queen at the Prosecution of Williams v. *Nicholson, for Removing Shingle from the Foreshore at Withernsea, heard before T. H. Travis, Esq., Stipendary Magistrate, at the Police Court, Hull, on the 31st May*, 1870. London: Butterworths. Hull: Plaxton.

This is a full report of all the proceedings in a "foreshore" case which, it seems, is to be taken to a superior court. The reasons given in the preface for publishing this report are curious:—"In no published treatise on the subject has the point in dispute been more than incidently (*sic.*) referred to. Besides, the counsel for the defendant having acquiesced in the general propositions of law, as enforced in the argument of the legal representative of the Board of Trade, the lucid and elaborate judgment of the Court may be regarded on the main issue, as, to some extent, a judgment on consent. In this respect the proceedings reported may not, it is hoped, prove unworthy of the attention of the legal profession." This published report comprises simply a *verbatim* print of the judgment, counsel's speeches, examinations, evidence, and documents, and in the two former there are, of course, a certain number of clues to the law of foreshores (which, by the way, was mentioned in the House of Lords last session). It is fortunate that the reporter has not attempted any head-note, for what sort of head-note could have been produced by one who regards a consent decision as better worth reporting than a contested one.

COURTS.

COURTS OF BANKRUPTCY.

BASINGHALL STREET.

(Before Mr. Registrar PEPYS, acting as CHIEF JUDGE.)

Dec. 9.—*The accounts of trustees.*

In a matter before the Court to-day a scheme of settlement had been resolved upon by creditors under the 28th section, with the object of winding up the affairs of the debtor out of court, and the trustee (Mr. Izard), while expressing his willingness to comply with any order the Court might make, submitted that, as the estate had been withdrawn from administration here, he ought not to be called upon to render accounts to the Controller.

Mr. Aldridge, on the other hand, submitted that the Controller was entitled to know what the estate had realised, and what expenses had been incurred.

Mr. Registrar PEPYS expressed an opinion that the trustee was bound to furnish the necessary accounts, and make an order for that purpose, but without costs.

LINCOLN'S-INN-FIELDS.

(Before Mr. Registrar ROCHE.)

Dec. 15.—*In re John L. Cufaude.*

A sitting for dividend was held under the bankruptcy of Mr. Cufaude, who is described as of Great Yarmouth, Norfolk, attorney and solicitor, and "sometimes running race-horses and betting on the result of horse-racing in his own name and in that of M. de la Ce." The statement of affairs disclosed debts to the extent of £2,357, and the dividend had been adjourned, it appeared, from time to time in consequence of the pendency of proceedings to expunge a claim filed by Mr. Wright, a betting agent, having offices in the neighbourhood of Covent-garden, for a sum of £720. Transactions had taken place between the bankrupt and Mr. Wright, and the latter claimed the balance in question, and he had recovered a judgment in respect of it. The bankrupt altogether repudiated the claim and prayed that it might be expunged.

Mr. Harvie Linklater (Linklater, Hackwood, and Addison) appeared for the assignees.

It was stated that a sum of £464 was in the hands of the assignees, and the creditors had resolved to make a dividend of 2s. in the pound.

The COURT expunged the claim of Mr. Wright, and made the necessary orders for dividend.

COUNTY COURTS.

CROYDON.

(Before H. J. STONOR, Esq., Judge).

Dec. 5.—*Re Tolley.*

Bankruptcy Act, 1869, *s.* 91 (*Voluntary Settlements*)—*Held not retrospective.*

The trustee in this case applied for the opinion of the Court as to the validity of a settlement of real estate made by the bankrupt on his wife within two years of the date of his bankruptcy, but previously to the commencement and also to the passing of the Bankruptcy Act, 1869. It appeared from the evidence that the bankrupt was perfectly solvent at the time of making the settlement, independently of the property settled.

R. Griffiths, for the trustee of the settlement.

H. B. Miller, for the trustee under the bankruptcy.

Mr. STONOR.—The settlement would have been clearly unimpeachable under the 126th section of the Bankruptcy Act, 1849, and the question for me is, whether it is void under the 91st section of the Bankruptcy Act, 1869, or, in other words, whether that section is retrospective in its operation so as to affect settlements made before the passing of the Act. The words of the section are as follows—viz., "Any settlement of property, made by a trader, not being a settlement made before and in consideration of marriage, or made in favour of a purchaser or incumbrancer in good faith, and for valuable consideration, or a settlement made on or for the wife or children of the settlor, of property which has accrued to the settlor after marriage, in right of his wife, shall, if the settlor becomes bankrupt within two years after the date of such settlement, be void as against the trustee of the bankrupt appointed under this Act, and shall, if the settlor becomes bankrupt at any subsequent time within ten years after the date of such settlement, unless the parties claiming under such settlement can prove that the settlor was at the time of making the settlement able to pay all his debts without the aid of the property comprised in such settlement, be void against the trustee." This provision, it will be observed, relates only to traders; it comprises all settlements, except marriage settlements, settlements for value, or settlements of property acquired by the bankrupt's wife after marriage, and it declares that all such settlements shall be void as against the trustee in bankruptcy if the settlor becomes bankrupt within two years after the date of the settlement, whether he was solvent or not at that date, and likewise at any subsequent time within ten years, unless the parties claiming under the settlement can prove that the settlor was at that date able to pay all his debts without the aid of property comprised in such settlement. At first sight the plain literal construction of this section would appear to be that any settlement of property by the bankrupt, whenever made, either before or after the passing of the Act, would be within its provisions, but upon a critical examination of the section, and taking into consideration the 3rd section of the Act, which provides that the Act shall not come into operation until the 1st day of January, 1870, I think that it is by no means clear that such is the plain literal construction of the section, and, therefore, that there is a patent ambiguity in the expressions employed in the section which justifies the Court in construing and interpreting it with great latitude, especially in order to obviate any unjust and unreasonable consequences which would follow upon any particular construction. See the judgment of Lord Eldon in *Ex parte Smyth*, 2 Swanst. 393, and the case of *Lee* v. *Summersgill*, 17 Ves. 508. Now, the whole question turns on the operation of the participle "made," and it is quite clear that every participle must be

accompanied by some adverb or adverbal sentence expressed or implied, to explain the time or times to which it relates. In the present case there are several different qualifications, which may be thus introduced. The section may mean any settlement made before, or any settlement made after, the passing of the Act—viz., 7th August, 1869 (from which time, generally speaking, an Act is construed to speak), or by virtue of section 3 it may be held to mean any settlement made before, or any settlement made after, the commencement of the Act—viz., 1st January, 1870; or it may mean any settlement made at any time, whether before or after the passing or commencement of the Act, the settlor of which may become bankrupt within two years from its date, and, therefore, to speak as from the time of such bankruptcy. A most inaccurate and ungrammatical expression is subsequently employed where the section provides that the settlements in question shall, "if the settlor *becomes* bankrupt within two years," be void. It is clear that the subjunctive or future tense ought to have been employed, and that the clause should have been "if the settlor 'become' bankrupt," or "shall become bankrupt," or "shall have become bankrupt," and any of these correct forms would have given some assistance on the general construction of the clause. As the section stands, I repeat that I think it exhibits a patent ambiguity, which renders it open to the most literal construction. But assuming for the present that the literal construction is clearly in favour of including all settlements, whether made before or after the Act, it is my duty still to consider what are the consequences which would flow from that construction, and if they appear to be manifestly unjust and unreasonable, and to produce evil results in cases falling within the section and against which in other cases falling within other sections the statute carefully provides, it appears to be one of those peculiar cases in which the literal construction ought to give way to what may be fairly presumed, from all the circumstances, to have been the intention of the Legislature, for Lord Coke says, "It is the most natural and genuine exposition of a statute to construe one part by another part of the same statute, for that best expresses the meaning of the makers; the words of an Act of Parliament are to be taken in a lawful and rightful sense, and though the construction of statutes in general must be made in suppression of the mischief, and for the advancement of the remedy intended by the statute, yet it should be so that no innocent person by a literal construction shall receive any damage" (1 Inst. 24, 381).

Now, the injustice of retrospective legislation as to persons who are the direct subjects of legislation, and still more as to third parties being innocent persons and having moral or valuable considerations on their sides, is obvious, and in the present case, if what is urged to be the literal construction of the statute prevailed, a settlement made by a solvent person in favour of his wife and children, and which, at the time of its being made, was perfectly secure, would, by the operation of this Act, and by the bankruptcy of the settlor, become adsolutely void; nay, more, if under the provisions of the settlement the property had been sold to a purchaser for value, the conveyance to such purchaser must also fall with the settlement on which it depended, and the purchaser would, in all probability, not even have the consolation of being able to bring an action for damages on the covenants for title, or to prove for the amount of their purchase money on the bankruptcy of the settlor. The statute subsequently carefully provides against the avoidance under its general provisions of any conveyances made for valuable consideration by the bankrupt, but it nowhere provides against the avoidance of conveyances for valuable consideration *by trustees or others* under voidable settlements. For the future no conveyancer will take a title under such a settlement as the present within two years from its date, but no conveyancer would have refused it before the passing of the recent Act, if proper evidence of the solvency of the settlor at the date of the settlement had been produced, and that a title so accepted should now be upset by *ex post facto* legislation appears to be monstrous.

I observe that in the 1st schedule to the Act, defining who are *traders* within this Act, sharebrokers and stockbrokers are for the first time included in this term. Now, can it be said that a stockbroker who committed an act of bankruptcy, say allowed an execution for a debt of £50 to be levied on his goods the day before the passing of the Act, 9th August, 1869, could have been made bankrupt immediately on the commencement of the Act on the 1st of January? No doubt there would be more difficulty in restricting the operation of the Act in this case than in the one now before the Court, but I cannot help thinking that under the rules of construction laid down by Lord Coke, this also would be a case in which the Judicature ought to come to the aid of the Legislature and save it from the commission of palpable injustice, and I only mention it here to show the necessity of a wide latitude in the construction of the complicated, and, I regret to say, confused provisions of this Act.

In cases like the present the proper application for the trustee to make is, that he may be directed to take possession of the property comprised in the settlement, inasmuch as the settlement, if void at all, is void by the Act of Parliament, and not by the declaration of this Court. In this case, however, I do not think that the settlement is void under the Act, which, I think, ought to be held to be restricted to settlements made after the commencement of the Act, and I therefore shall give the trustee no direction. The costs of counsel and solicitor in support of the settlement will be allowed out of the estate. The trustee also to have his costs out of the estate.

I regret that, in the multiplicity of my duties, I was unable to consider this case before last Court, and I also much regret that I have not even now had the time, nor the authorities, nor the assistance, at my command, which I should have desired for the consideration of so important a case.

As the Legislature has imposed upon the judges of county courts the duties of judges at Nisi Prius, Vice-Chancellors, and Commissioners of Bankruptcy, besides Admiralty and other jurisdictions, it is to be hoped that it will also provide us with clerks and libraries to enable us to perform our duties in the manner in which we desire to perform them.

Solicitors for the trustees of the settlement, *Burrowes & Co.*
Solicitor for the trustee under the bankruptcy, *Pain.*

SOUTHWARK.

(Before C. WHITMORE, Esq.)

Nov. 17.—*Kelsey* v. *Hilder.*

The liability of a high bailiff for not causing effects to be sold within a reasonable time—Consequence of omission to sell—19 & 20 *Vict. c.* 108, *s.* 72.

The plaintiff in this case is a butcher carrying on business in Dartford, and the defendant is the high bailiff of the county court at the same place.

It appears that in the month of June last the plaintiff had a claim against a Mr. Haigh, payment of which was refused; the plaintiff therefore sued in the county court at Dartford, and obtained judgment for the full amount of his claim and costs. On the 7th of July the plaintiff issued execution against Haigh, and the sub-bailiff entered into possession on the 9th of July. Two days subsequent to the sub-bailiff's entering into possession, one Reid put in a claim under a bill of sale, and took out an interpleader summons against the plaintiff.

The sub-bailiff on the same day had distinct notice that he would be required to sell, and by the 19 & 20 Vict. c. 108, s. 27, he was obliged either to receive the amount of the value of the goods claimed, or his costs for keeping possession of such goods, or in default of payment of such sum, must sell and pay the proceeds into court. The sub-bailiff, however, held over to await the result of the interpleader proceedings, the decision in which would in the ordinary course have been given during the month of August.

The interpleader suit was, by the consent of the parties, heard on the 20th of July, and judgment was then given in favour of the execution creditor. Haigh, with the assistance of his son, a solicitor, called a meeting of his creditors in London, being anxious that the matter should get into liquidation. Reid shortly afterwards obtained an injunction to stay the execution, and the plaintiff lost his money. Plaintiff now sued the high bailiff to recover the amount.

Mr. C. R. Gibson, for the plaintiff, contended that under 19 & 20 Vict. c. 108, s. 72, in default of the claimant paying the amount of the value of the goods claimed, or the bailiff's costs of possession, the bailiff "shall sell such goods as though no claim had been made"—that is, at the end of five days from seizure, and that he was negligent in omitting to do so. It was, in addition, argued that the ninety-fifth word in the section, "or," should be read "and," as unless that were so it would be in a defendant's power to cheat the bailiff out of his fees. For example, if a plaintiff's debt was £30 and the goods seized were of the value of £30, the defendant might get a friend to make a claim and deposit a

sufficient sum to meet the plaintiff's debt; when the sum was paid into court the claimant might withdraw his claim, and the bailiff would either have to seize again for his costs, or seek them from the plaintiff. That although section 72 of 19 & 20 Vict. c. 108, refers to 9 & 10 Vict. c. 95, and the latter statute is repealed, still the former section is to be read as though it contained no reference to the latter. As to the liability of the bailiff for his negligence, the following cases were cited in favour of the plaintiff's case: *Airton* v. *Davis*, 2 L. J. C. P. 89, and *Jacobs* v. *Humphrey*, 2 Cr. & M. 418. That the high bailiff was liable for the acts of his sub-bailiff, 9 & 10 Vict. c. 95, s. 33; *Woodgate* v. *Knatchbull*, 2 Term Rep. 148; *Parrot* v. *Mumford*; *Smart* v. *Hutton*, 8 A. & E. 568; *Raphael* v. *Goodman*, 8 A. & E. 565. It was also agreed that the bailiff was bound to obey any direction given him by the plaintiff, provided it was not unlawful: *Barber* v. *St. Quintin*, 1 D. & Q. 542, and *Levy* v. *Abbott*, 4 Ex. 588.

Mr. Hayward, for the defendant, contended that as section 72 of 19 & 20 Vict. c. 108, gave the claimant an alternative either to pay the value of the goods, "*or*," to pay the bailiff's fees, the latter must have been presumed to have been enacted for the benefit of the bailiff, and that if he chose to waive his fees and retain possession he could please himself by doing so. As to the damages in case the bailiff should be held liable, they would not amount to the total debt and cost as claimed by the plaintiff, but only the difference between what he received under the liquidator, and the total claim; therefore, in the present case, as the original debtor (Haigh) had made a proposition to pay in full, in three annual instalments of 6s. 8d. each, all the plaintiff could claim would be the interest in the meantime, the difference between ready money and cash at the end of three years: *Moore* v. *Moore*, 6 W. R. 288.

Mr. WHITMORE.—It appears to me that on none of the grounds advanced for the plaintiff, can this action be maintained. I think that the defendant, under the circumstances proved, was not bound to sell the goods taken by him in execution, and that he has been guilty of no breach of duty.

Judgment for defendant.

LAMBETH.

(Before J. PITT TAYLOR, Esq., Judge.)

Dec. 15.—*Wiltshire* v. *Davison and Another.*

Liability of pawnbrokers for damage by moths.

The plaintiff claimed £2 as damages sustained to some clothing while in pawn with the defendants. The articles consisted, three of woollen and one of cotton; the latter had been, by the defendants, wrapped round one of the woollen articles, and the other two outside the cotton. The pawning took place in September, 1869, and the redemption in September, 1870. On the plaintiff getting his parcel home and opening it, it was found that the woollen articles had been so damaged by moth as to have become almost valueless, while the article inside the cotton was not injured.

The defendants did not dispute the facts so stated, but pleaded that it was a well-known rule, confirmed by numerous decisions, that pawnbrokers were not liable for damage by moth, and for the all-sufficient reason that it was impossible to ascertain whether articles pledged contained the eggs of the insect before pledging or not. The defendants, no doubt, like all pawnbrokers, took as much care as possible of their customers' goods, not only as a duty, but as a matter of personal interest, because some twenty-five per cent of pledges were never redeemed.

Mr. PITT TAYLOR said the general plea of non-liability for any damage by moths would not avail the defendants. The only question he had to determine was whether the same amount of care had been taken of the plaintiffs goods as any ordinary person would take of his own. There would be no special exemption from liability for the ravages of moths. He (the learned judge) did not think himself more particular than other people, but, speaking from a somewhat long experience of house-keeping, he must say that with ordinary care these insects could be guarded against. He had never had a garment moth-eaten in his life, a fact, no doubt, due to the careful putting away of woollen garments in dust-cloths, and taking other precautions which any ordinarily prudent person would take. This case curiously illustrated that observation, for the article covered with cotton was safe while the outside woollen ones were nearly destroyed. Another fact told strongly against the defendants in another direction. When the parcel was opened after being in pawn a year, a number of living moths flew out and eggs were found. If moths' eggs were in the goods when they were pledged they would have passed through every stage of their ephemeral existence in far less time, and there would have been nothing remaining of them but dust. The case was not what the lawyers called one of *crassa negligentia*, but there really had been negligence of such a character as entitled the plaintiff to recover. He had, however, put his damages rather too high, and the judgment would be for £1 10s.

The defendants asked for a case for a court above, as the matter was of vital importance to the trade. His Honour's decision was directly opposed to scores of decisions on the same point.

Mr. PITT TAYLOR said there was no point of law in the case, or he would willingly comply with the defendants' request. The decision was simply on the facts of the case, which would have been left to a jury if a jury had been summoned. If defendants should have to come before him again in a similar case they had better apply to him to allow a jury. Defendants would thus ascertain whether five sensible men would decide differently or not.

Both plaintiff and defendants appeared in person.

MANCHESTER.

(Before Mr. S. KAY, Registrar.)

Dec. 9.—*Re Marcus Bebro.*

An important point respecting the new Bankruptcy Act.

In this case a debtor's summons had been served under the Bankruptcy Act, 1869, but after service Mr. Bebro himself filed a petition for liquidation and obtained an *ex parte* injunction restraining his creditor from taking any further proceeding upon his summons until that day. The point now argued was whether the injunction should be made perpetual or the creditor should be at liberty to proceed by petition in bankruptcy against Mr. Bebro.

Storer, for Mr. Bebro, contended that by virtue of the 13th section of the Act and rule 260, the Court had power to restrain the creditor from taking any further proceedings upon his summons, and that a perpetual injunction ought to be granted in consequence of the debtor having petitioned for liquidation or composition of his affairs. He contended that *Ex parte Dimond* (18 W. R. 1123) and *Re Coupland* and *Spence* (15 S. J. 7) were authorities in favour of his contention.

The REGISTRAR, without calling on Mr. Boote, solicitor, who appeared for the creditor, decided that the Court would not at the instance of a debtor restrain a creditor from continuing his proceedings in bankruptcy where they had been instituted prior to the petition for liquidation or composition. When the creditor filed his petition in bankruptcy and the adjudication was made upon it, the two petitions could be amalgamated and work together, so that two expenses would not be incurred; the proceedings would then be continued regularly under the superintendence of the Court and the direction of the creditors.

Storer said he could offer evidence that the requisite majority in number and value of the creditors were in favour of liquidation or composition.

Mr. Boote objected that that evidence could not at this stage of the proceedings be received.

The REGISTRAR refused to receive the evidence. The motion to restrain the further proceedings in bankruptcy by the creditor was then refused with costs.

APPOINTMENTS.

Mr. HENRY TINDAL ATKINSON, serjeant-at-law, has been appointed by the Lord Chancellor to be a Judge of County Courts (Circuit No. 28), in succession to Mr. A. J. Johnes, resigned. Mr. Serjeant Atkinson was called to the bar at the Middle Temple in January, 1844, and became a serjeant in 1864.

Mr. HORACE BROKE, barrister-at-law, has been appointed Secretary to the Right Hon. Sir George Mellish, the new Lord Justice of the Court of Appeal in Chancery. Mr. Broke was called to the bar at Lincoln's-inn, in November, 1853, and practises as an equity draughtsman and conveyancer. The secretaryship to the Lord Justice is worth £500 per annum.

Mr. THOMAS FOX, solicitor, of Dover, has been appointed

Clerk to the Charlton Burial Board. Mr. Fox was certificated in 1854, and is a public notary for the Dover district.

Mr. EDMUND ATKINSON GRUNDY, of Bury, has been appointed a Perpetual Commissioner for taking the acknowledgments of deeds by married women, in and for the county of Lancaster.

GENERAL CORRESPONDENCE.

ATTACHMENT OF DEBT.

Sir,—I shall be very much obliged if any subscriber will inform me on the following point, which seems to me to be of great importance to the profession:—

A., the judgment debtor, is mortgagee of leasehold property. The judgment-creditor has summoned the mortgagor (garnishee) to show cause why he should not pay the debt due to the judgment creditor. It will be observed that the legal estate is in the judgment debtor, and he may refuse to reconvey or transfer the property unless paid the whole amount of the mortgage, or he may transfer the legal estate to any one on receiving the whole sum. In either case great inconvenience and expense must result to the mortgagor. No doubt there is a covenant in the deed to pay principal and interest, but principal and interest would not be paid unless upon receiving a transfer or reconveyance of the property. I trust some one will answer me.

G. A. J.

THE DUTIES OF TRUSTEES IN BANKRUPTCY.

Sir,—Will you kindly let some of your correspondents give me the correct reading of section 42 of the Bankruptcy Act, 1869, as all persons do not appear to be agreed upon the construction to be given to it. Does it mean that a trustee having notice of claims "appearing from the bankrupt's statements" (that is, I suppose, filed accounts), must, in the calculation and distribution of a dividend, provide for those claims, as also for claims that have actually been proved before the declaration of a dividend? Some argue that he must; others say that he has only to take into account such claims as have been proved before a dividend has been declared; and that in the case of a first and only dividend any creditor who has not actually proved before a declaration of dividend is absolutely excluded and without remedy.

The trustee's duty in the case of a liquidation by arrangement is free from doubt, because by the 312th rule he is expressly required to make a reserve in respect of all claims inserted in the debtor's statement of affairs; and the question, therefore, is—Is the law, in the sense I refer to, different in the case of bankruptcy to what it is in the case of a liquidation by arrangement? LUDOVIQUE.

Warrington, 14th December.

ACCOUNTANTS.

Sir,—I beg to enclose you a letter I have received from a client. It appears to me to speak for itself.

9, Ironmonger-lane, A. G. DITTON.
London, E.C., 14th December.

"Messrs. Izard & Betts,
Trade Valuers
and Accountants.

46, Eastcheap, London, E.C.,
Mr. ———. Oct. 21, 1870.

Sir,—Unless the sum of £—— due from you to Mr. ——, of ——, for goods sold and delivered, be paid to us at the above address before two p.m. on Monday, the 24th inst., together with 5s., the cost of this application, we shall forthwith take steps to compel payment, of which you will deem this notice.—Yours obediently,

Izard & Betts."

A German applied to Judge Stroud to be relieved from sitting upon a jury. "What is your excuse?" said his Honour. "I can't speak English," was the reply. "You have nothing to do with speaking," said the judge. "But I can't understand good English." "That's no excuse," replied the judge; "you are not likely to hear good English at this bar."—*Albany Law Journal.*

SOCIETIES AND INSTITUTIONS.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

PROFESSIONAL REMUNERATION.*

For the passing of the Attorneys and Solicitors Act, 1870, we have to be grateful to the persistent endeavours of Mr. William Rathbone, one of the members for Liverpool. Like most measures introduced and carried by an independent member, it is not quite consistent as it had to sustain the injury of the alterations and amendments suggested by the Law Officers of the Crown, and such other members of both Houses as were powerful enough to be able to insert their own peculiar views. These alterations to some extent interfere with the principle of the measure, but the point to which I propose addressing a few desultory observations for the purpose of discussion here is, how far the provisions of the Act, as it is, with due regard to the interests of the public, can be made subservient to the object we all have at heart—viz., the improvement of the status and position of our profession.

Of all professions, that of the law is the most necessary to be occupied by practitioners of the highest standing and independence, and so far have I held to that view, that I have from time to time seriously considered whether the practitioners should not, in accordance with the French practice, be independent of their clients altogether, appointed by the State, and paid by fees levied on the business. This is not so at present in England, and as the profession is here circumstanced, the best course is clearly for the public to place the members of it in such a position as to attract men of talent and position, and not to treat the members of it merely as birds of prey. To attract men of talent and position, the profession must offer a remuneration equal to that offered by other modes of life, and at once the profession of the law presents the anomaly that the payment is the same to the leading members of the profession as to the most incompetent person in it.

It presents the still more extraordinary anomaly that the authorised payments are fixed upon a scale that at the early period when it was fixed might have been fair enough, but which by the present altered values would not enable a man to live in the style and position that a learned profession demands. It also presents the further anomaly that the man who likes to make costs is the best paid whilst he who saves them gets the least reward.

Practically the authorised scale has not been adhered to for it would have been better to have been without business than to transact it for the amount that a bill, strictly taxed, between solicitor and client would afford. Nevertheless, the system has been a fetter to prevent men of the highest talent, as in the medical or any other profession, fixing their own value which the public may pay or not as they desire. Since 1837, the number of barristers has trebled, the number of attorneys remained stationary, the amount of business to be transacted by attorneys has largely increased, and although this is so, the incomes of the attorneys are less, and, therefore, in this year of our Lord, on the average, each of us is performing a larger share of the legal work of the country for a considerably less remuneration than our predecessors, although the costs of maintaining and bringing up our families is greater.

Our branch of the legal profession, under these difficulties, for some years past has not presented great prizes to attract conscious talent, though it may have given a moderate livelihood for those capable of steady drudgery. It is neither the interest of the public nor of ourselves to continue the downhill course of the profession, and the public, if they troubled themselves to think about it, no doubt, would admit that they preferred to pay handsomely for skill and honesty than to pay less for want of both. The Attorney's Remuneration Act, I think, gives us an opportunity of entirely re-organising the system of legal charges, allowing every man to fix his own value and to get it if he can, and the man who is content to take an average value for his work to have that average value struck for him by consent at a fair and proper sum.

The Act recognises payment by agreement in writing for, first, a gross sum; second, commission or per-centage;

* A paper read at the meeting of the Metropolitan and Provincial Law Association, on the 12th of October last, at Bristol, by Mr. Isham H. E. Gill, of Liverpool.

third, salary; and fourthly, by any other means that an agreement can apply to.

It recognises, therefore, in principle that a professional man is as free an agent to arrange his own terms of remuneration as any other subject of the State, and although it clogs it with the term that it must be in writing and that it is subject to certain restrictions to protect the public from undue influence, it cannot now be said to be unprofessional to deviate in any way from the obsolete scale of six shillings and eightpence and to meet the wants of the clients as may be required. That in few instances agreements in writing will be obtained is quite possible, that verbal agreements will be common and hardly ever repudiated is more likely. Whoever heard of the clause in the County Court Act having been used, that enables a client to take off his own solicitor's charges such payments for counsel, &c., as are not authorised in writing? And in the same way agreements, however loosely framed, will be observed between respectable clients and respectable solicitors.

But what I think we want now is, to get a step beyond this and to strike an average value on a simpler and fairer scale of remuneration where no agreement is or can be come to. And for this I would propose to form an authorised scale adopting as its basis—1st, charges in a gross sum; 2nd, commission or per-centage; and, 3rd, time charges, so as to save the profession and the public the expense of the vast detail of the present small charges which in reality fall upon the client, and, whilst decreasing the profit of the solicitor, add largely to the cost of performing his work.

There is nothing new in this suggestion, it is at present in operation in Scotland to a certain extent. In England, in other professions and businesses, commission, per centage and time charges work well.

1. With regard to charges in gross sums I would suggest that as far as may be such ordinary documents as agreements of reference, awards, average agreements, apprenticeship deeds, bills of sale, &c., should have a certain charge attached to them to which should in all cases be added all disbursements, and in cases of an unusual amount of labour an extra charge.

2. With regard to commission and per-centage I would suggest that that scale be employed wherever it is possible, and for illustration I add the following:—

Conveyances and Mortgages.	Under £1,000.	Each additional £1,000 to £5,000.	Each additional £1,000.
Arranging same	2	1	½
Completing same	2	1	½

This will be found to embrace most of the conveyancing business. The Scotch charge is a quarter per cent. arranging, and one per cent. completing for first £300, each subsequent £100 one-half per cent; and, looking at the difference of time, trouble, and skill in dealing with the landed system of England, I do not think I have placed the figures beyond a fair correspondence.

3. With regard to time charges. These charges I should propose to use in all cases not provided for otherwise, and for illustration I add the following table:—

		Per day of 8 hours. £	s.	d.
A.	Where the subject matter of the business shall not amount to £500	2	0	0
	Ditto shall amount to £500 and not to £2,000	4	0	0
B.	Ditto ditto 2,000 „ 5,000	6	0	0
	Ditto ditto 5,000 „ 10,000	8	0	0
	Ditto ditto 10,000 „ 50,000	12	0	0
C.	Ditto ditto 50,000 „ 100,000	16	0	0
	Ditto ditto 100,000 „ 500,000	20	0	0
	Ditto ditto 500,000 and over ...	24	0	0

Clerks.

	1st class.	2nd class.	3rd class.
A.	4s.	3s.	2s. per hour.
B.	6s.	5s.	2s. „
C.	7s.	5s.	2s. „

This table is based upon the scale authorised by the Court of Chancery for the remuneration of liquidators, and I have simply doubled the figures, considering that as the accountants and their clerks have no special learning, no expensive education to go through, and comparatively little liability for the duties they perform, the charges of the profession should be higher than theirs; and further, considering that it is stated by the accountants themselves that the scale as prepared is not one which pays them adequately or properly for their time and trouble.

On the 12th May, 1870, the Lords of Session in Scotland authorised charges in contentious matters for the one half hour 6s. 8d., for the hour 10s., each succeeding half hour, 5s., up to £4 4s. a-day of eight hours. I have reduced this scale for the matters which deal with smaller sums than £2,000, and increased it for matters dealing with larger sums.

Of course these charges would be altered by agreement, if they did not fit the matter at issue, for instance, an action for a nominal claim of 40s. to try a right would be placed on a higher scale by arrangement, whilst a claim for a common debt of large amount would be treated on a lower one.

The merchant, broker, engineer, estate agent, &c., charge by commission; the surgeon, accountant, &c., by time, and how rarely do you find a claim resisted on the ground of its being extravagant? And I confess that the more I have considered it, the more I think that such a system would work well both for the profession and the public.

As any such scale would not be under the 4th clause of the Act, it may be well to consider how a solicitor could recover any charges so framed. The 37th section of the 6 & 7 Vict. c. 73, enacts that no attorney or solicitor nor any executor, administrator, or assignee of any attorney or solicitor, shall commence or maintain any action or suit for the recovery of any fees, charges, or disbursements, for any business done by such attorney or solicitor, until the expiration of one month after such attorney or solicitor, or executor, administrator, or assignee of such attorney or solicitor, shall have delivered unto the party to be charged therewith, or sent by the post to, or left for him, at his counting-house, office of business, dwelling-house, or last known place of abode, a bill of such fees, charges, and disbursements, and which bill shall either be subscribed with the proper hand of such attorney or solicitor (or, in the case of partnership, by any of the partners, either with his own name or with the name or style of such partnership), or of the executor, administrator, or assignee of such attorney or solicitor, or be enclosed in or accompanied by a letter subscibed in like manner referring to such bill, and upon the application of the party, such bill shall be taxed, as in the section provided.

The case of *Ex parte Tilleard** (32 Beav. 9, 11 W. R. 476, 23 L. J. Ch. 765), decides that a bill composed of lump items may be supported by particulars afterwards supplied, and the 18th section of the Attorneys Remuneration Act is as follows:—

Upon any taxation of costs, the taxing officer may, in determining the remuneration, if any, to be allowed to the attorney or solicitor for his services, have regard, subject to any general rules or orders hereafter to be made, to the skill, labour, and responsibility involved.

Whether general orders and rules under this clause could support a time scale may be doubtful, but they could go a long way to support the system of such charges.

In conclusion, it seems to me that the Attorneys Remuneration Act gives us an opportunity to change the present system entirely, and that in changing it we should sweep away the restrictions that clog the profession, and by common consent should frame our charges, when an agreement has not been come to, on a scale based on a per-centage, as far as possible, and failing that, on a time charge. On the one hand, I feel sanguine that such a charge would strengthen the ranks of our profession by adding to its position and emoluments; and, on the other, it would benefit the public by reducing the unnecessary cost of the present system; and, by enabling them to understand the principles on which they employ a professional man, would do away with much of the distrust and jealousy with which the profession is now regarded.

LAW STUDENTS' DEBATING SOCIETY.

At the meeting of this society, on Tuesday, the 13th inst., the question for discussion was No. 463, Legal: "A. makes a slanderous statement concerning B. Can A. plead that the words spoken by him were a mere repetition of what he himself heard from another, naming his authority at the time, as a bar to the action?"

* On app., see 11 W. R. 764.—Ed. S. J.

The debate was opened by Mr. Hills in the affirmative, and the question was decided in the negative by a large majority.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

The usual meeting of this society was held in the Law Society's Rooms, Cross-street, on Wednesday, the 7th, the chair being taken by Mr. J. B. Torr, barrister-at-law. A resolution was moved by Messrs. Okell & Bradshaw, that the rights of married women are insufficiently recognised by the Married Women's Property Act, 1870. They contended that the remedy did not sufficiently meet the case, and that further legislation was necessary. Mr. Edwards and Mr. Gredland, *contra*, argued that the words and the spirit of the different sections were ample enough to meet the requirements of the times, and that where the Act fell short in any particular points it was only where there were rules of law or equity to supply the defects. Mr. A. W. Grundy, Mr. Worth, and several other members also addressed the meeting. The Chairman, at the close of the discussion, gave some explanation of the Act. The meeting ended with a vote of thanks to the chairman.

LIVERPOOL LAW STUDENTS' DEBATING SOCIETY.

A meeting of this society was held on Thursday, at the Law Library, Cook-street. Mr. F. A. Gregory occupied the chair. The subject for discussion was "At the time of the Bankruptcy of A. (a trader) there were standing in his name certain shares in a Joint Stock Company which he had transferred to B., but which transfer had not been registered; do such shares pass to the trustee under the Bankruptcy Act, 1869, section 15, sub-section 5?" Mr. Lomax, solicitor, opened the debate, which was continued by several of the members present. The affirmative was carried by a large majority.

THE RELATIONS BETWEEN AN INVADING ARMY AND THE INHABITANTS, AND THE CONDITIONS UNDER WHICH IRREGULAR COMBATANTS ARE ENTITLED TO THE SAME TREATMENT AS REGULAR TROOPS.

This subject was treated by Mr. H. R. Droop, of Lincoln's-inn, barrister-at-law, in a paper read before the Juridicial Society on Nov. 30. We regret that we have not room to give this paper *in extenso*.

Mr. Droop divided his subject into three heads:—

(1.) The relations between an invading army and the inhabitants of districts which have been completely occupied.

(2.) The conditions under which irregular combatants are entitled to the same treatment as regular troops.

(3.) The relations between the invading army and the inhabitants of districts which are in the possession of their own Government.

On the 1st head Mr. Droop said:—*Ex concessis*, no needless suffering should be inflicted on non-combatants, and they were, therefore, *primâ facie* to be unmolested in person and property, but the right of the invaders to tax or make requisitions remained to be considered. From the treatise (vol. 1, p. 125), of M. G. Massè (Vice-President of the Tribunal of the Seine) on Commercial Law, it appeared that the principle of making requisitions, on which the Prussians had acted, was accepted by French lawyers. Mr. Droop also cited Merten's "Precis de Droit des Gens," section 280, and the Instructions of 1863 to the United States Armies Article 37, to show that the practice was sanctioned by existing international law. He thought, however, that the hardship inevitably resulting should be tempered by some international convention requiring the invaders to pay a compensation in cash or short-dated notes for what they might take, the invaders, of course, being at liberty to recover such payments, with the war expenses generally, from the Government of the invaded country. The invaders must also, as to power of taxation, billeting, &c., in the occupied districts, possess all powers exercised in the rest of the country by its own Government. The right of the non-combatant population to protection of person and property was necessarily conditional on their abstaining from further hostilities. As General Halleck had put it (International Law, xxxii., s. 16), such persons were virtually in the condition of prisoners on parole. Any violation of this principle, either by participating or conniving at hostilities, was a serious offence against the laws of war. He cited in confirmation the Tract on Guerilla Parties, written in 1862 by Professor Lieber, of New York, at the request of General Halleck. Bluntschli (Moderne Volkerrecht, Art. 643) confirmed this view; and the practice of the Duke of Wellington in France in 1814 was based on the same principle (Wellington Despatches, ii. 484).

Mr. Droop's observations on his second head we print *verbatim*:—

"I now come to my second subject, the conditions under which irregular combatants are entitled to the same treatment as regular soldiers. The most plausible view *a priori* is that every inhabitant of an invaded country has a natural right to defend his home, and therefore ought, if he takes up arms, to have the status of a soldier. But several reasons make it impossible to adopt this view.

(1.) According to modern international law, war can only be carried on between States, and not between or with individuals, and, therefore, only those combatants who have been deputed and authorised by a State to fight on her behalf can be considered as carrying on legitimate warfare. This rule is sometimes relaxed in favour of large organised bodies of troops carrying on war for *bonâ fide* political objects, though not organised by any legitimate established government. Thus, the Northerners, the legitimate United States Government, adopted the rules of regular warfare towards the armies of the Southerners, whom they regarded as only rebels. The American War Instructions, Nos. 152, 153, and 154, explain that this was "from motives of humanity," and protest that it neither justifies neutrals in acknowledging the revolted people as an independent State, nor precludes the legitimate Government from afterwards trying the leaders of the rebellion for high treason. Garibaldi's expeditions to Naples and Mentana are stated to be other instances in which troops not authorised by any established government were admitted to the benefits of the rules of regular war.

These instances have sometimes been brought forward as precedents to show that the Germans cannot reasonably make the authorisation of the French Government an indispensable preliminary to combatants acquiring the privileges of regular soldiers. But there is this essential difference between the two cases, that while neither the Southerners nor the Garibaldians could possibly have obtained the authorisation of any legitimate government, the French Government is at present only too willing to grant such authorisations, and any body of men really intending to fight against the enemy and to carry on war in a legitimate manner would have no difficulty in obtaining one.

(2.) It is much more difficult and dangerous to carry on war against enemies who do not themselves observe the rules established for humanising warfare—*e.g.*, as to giving quarter to enemies who surrender, as to abstaining from cruelties, as to observing the Geneva Convention for the protection of the wounded and the surgeons, and as to keeping good faith with the enemy in negotiations with him. Hence soldiers belonging to a regular army may reasonably object to recognise irregular combatants as entitled to the benefit of these rules unless they have some security for reciprocity. This security they can hardly have, unless the combatants they are fighting against are so connected with the national army that any part of this army can be held responsible for their conduct. If each party of irregular combatants act independently as an irresponsible body they may easily claim the benefit of the laws of war when they are defeated, but disregard them if victorious. Therefore to entitle them to the privileges of regular troops they ought to be under the actual control of officers who are in communication with and responsible to the commanders of the national army or the supreme military authorities of the State.

(3.) It is impossible to carry out the principle of as far as possible protecting non-combatants from the consequences of war, unless combatants and non-combatants are to a certain extent kept distinct. An army occupying or invading an enemy's country cannot safely allow the villagers to go freely and work in the field or move about from one village to another, unless it has some mode of distinguishing them from the enemy's soldiers. It must either keep the non-combatants cooped up in their villages or organise an elaborate system of passes. Moreover, if the soldiers who defend a village are not distinguishable from the non-combatant villagers, and the village should be taken by assault in a hand-to-hand fight, a considerable number of non-com-

batant villagers will probably be killed or wounded. In the heat of an assault it is impossible for foreign soldiers to investigate whether a man is a combatant or a non-combatant unless they can distinguish him by some distinct external mark. These considerations taken by themselves would make it appear desirable that all combatants should be distinguished from non-combatants by wearing a permanent distinguishing dress or uniform. But to require all combatants to wear uniforms would give a dangerous advantage to the nation which had during peace made the most complete preparations for war. To provide a large army with uniforms takes a considerable time, as the Prussians found during the war of Liberation of 1813 and the Americans during their Civil War. The American War Instructions contain a singular acknowledgment of this difficulty in their 64th article:—"If American soldiers capture a train containing uniforms of the enemy, and the commander considers it advisable to distribute them for use among his men, some striking mark or sign must be adopted to distinguish the American soldiers from the enemy."

It may be worth while to point out that the objection I have here stated to requiring the universal use of uniforms applies at least as much to prohibiting the exportation of arms and munitions of war from neutral countries. If a nation's stock of arms were limited to those in its arsenals at the beginning of the war, and to what its own manufactories could supply, its position as a nation, and even its independence would be liable to be greatly imperrilled by the carelessness, false economy, or want of foresight of the executive government.

But to return to the subject of uniforms. Although there are reasons for desiring that every combatant should have a uniform these reasons apply with very much greater force to troops who are intended to act singly or in small parties. When soldiers are collected in large bodies there can be no mistake about their military character, no confusion between them and the non-combatants, unless in the event of a hand-to-hand combat in a village, and even then the other belligerent is not in anyway injured, the countrymen of the soldiers without uniforms being the only sufferers.

The objection as to the possible difficulty of providing a sufficient number of uniforms for all the new levies a nation may require to raise on a great emergency loses almost all its force when applied to the more limited proposal that troops acting in small parties should be required to have uniforms. A view very generally held at the beginning of this century, and acted upon by almost every state which carried on war in an enemy's country, was that combatants and non-combatants formed two distinct classes, so that no one could pass from the one into the other except by enlisting in the regular army. Thus Jomini, in some prefatory observations to his description of the sanguinary measures adopted by Napoleon for suppressing the insurrection at Pavia in 1796, says:—"Modern public law had till then drawn a positive line of demarcation between the peaceable citizen and the troops of the line, and the inhabitants who took part in hostilities without forming part of the regular army were treated as insurgents." Napoleon and his marshals acted upon the same principle in the Tyrol, in Spain, and in Germany so long as the war was in an enemy's country, and when, being driven back into France in 1814, he reverted to the republican expedient of a levy a *en masse* of the whole population, the allied generals in their turn issued proclamations threatening to treat the armed peasantry as brigands.

A good deal has been said lately about a decree as to the landsturm issued by the Prussian government in 1813, in which the whole population was enjoined to take up arms whenever called out by the proper authorities and to fall on the flanks and rear of the enemy, and was assured that being without uniforms was rather an advantage. It is urged that this precludes the Prussians from objecting to the francs-tireurs on account of their not having uniforms.

It is unnecessary to consider what the effect of this decree might have been if the French had acquiesced in this landsturm being treated as regular troops, or if the decree had continued part of the Prussian law up to the present time. But, inasmuch as the French threatened to treat this landsturm as brigands, as Professor Lieber tells us ("Guerilla Warfare," p. 15), the Prussians contracted no obligation to treat a French landsturm any better. That they did not consider themselves under any such obligation is evident from Blucher's proclamation the next year (1814) against the rising of the French peasantry. Moreover, the decree of 1813 on the landsturm only continued in force for about a year and a half, being superseded by a decree of September 3, 1814, which placed the landwehr and landsturm on a fresh footing, and repealed all laws hitherto in force on the army reserves. Why should the Prussians be more bound by this landsturm decree of 1813 than the French are by Napoleon's severities against armed peasants?

The truth is that each belligerent, when invaded, appealed to the peasantry to rise and expel the invader, without caring how much they suffered, provided they did some harm to the enemy; but whenever a belligerent became in its turn an invader it did not scruple to treat the enemy's peasants as brigands.

The misery to the peasantry resulting from this state of things cannot be prevented from recurring except by settling under what conditions combatants are entitled to the treatment of regular troops, and making it obligatory upon every belligerent state not to encourage or, so far as it can, permit any of its subjects to become illegitimate combatants.

With regard to these levies *en masse* of the whole population it seems to me that while, on the one hand, no man ought to be disqualified from being a regular soldier to-day merely because he was a peasant and non-combatant, on the other hand the conditions I have already laid down cannot be dispensed with in the case of a levy *en masse* any more than in other cases.

The result I arrive at is that in order to be entitled to the same treatment as regular soldiers combatants may be reasonably required to satisfy the following conditions:—

1. They must have an authorisation from an established Government or from some *de facto* substitute for such a Government.

2. They must be under the actual control of officers who are recognised by and responsible to the chief military authorities of the state.

3. They must themselves observe the rules of war.

4. All combatants intended to act singly or in small parties must have a permanent distinctive uniform, but this is not indispensable for troops acting together in large bodies.

5. Levies *en masse* of the whole population are legitimate combatants provided they comply with the above conditions, but not otherwise.

The conditions I have here laid down as necessary for entitling combatants to the status of regular soldiers, are probably in some respects rather beyond what is expressly required by Professors Lieber and Bluntschli, the most recent authorities who have treated the subject at any length, but I do not think there is much substantial difference between us. The necessity for an authorisation from the state is distinctly recognised by both of them. As regards uniforms, Professor Bluntschli merely says (section 598)—"No commander is entitled to threaten that he will treat the landsturm not in uniform as bandits," which seems tacitly to admit that other troops ought to have uniforms.

Professor Lieber has treated the subject more fully in his tract on "Guerilla Parties," p. 15.

"It does not seem that in the case of a rising *en masse* the absence of a uniform can constitute a difference. There are cases, indeed in which the absence of a uniform may be taken as very serious *primâ facie* evidence against an armed prowler or marauder, but it must be remembered that a uniform dress is a matter of impossibility in a levy *en masse;* and in some cases regulars have had no uniform, at least not for a considerable time.

"It makes a great difference, however, whether the absence of uniform is used for the purpose of concealment or disguise in order to get by stealth within the lines of the invaders for the destruction of life or property, or for pillage, and whether the parties have no organisation at all and are so small that they cannot act otherwise than by stealth.

"Nor can it be maintained in good faith, or with any respect for sound sense and judgment, that an individual, an armed prowler, now frequently called a bush-whacker, shall be entitled to the protection of the law of war simply because he says that he has taken up his gun in defence of his country, or because his government or his chief has issued a proclamation by which he calls upon the people to infest the bushes and commit homicides which every civilised nation will consider murders." Working in

1868, Professor Bluntschli, long before the French Francstireurs were thought of, fully concurs in the condemnation which Professor Lieber has by anticipation passed upon the practice of laying in wait for and shooting individual soldiers. He says (Volkerrecht, s. 579):—"Every unnecessary killing, even of armed enemies, is a wrong"; "even the enemy's soldiers must not be subjected like wild animals to the shooting of sportsmen." "Human life may only be attacked from a higher necessity, not from passion and for pleasure."

The American war instructions drawn up by Professor Lieber in 1863, and sanctioned by President Lincoln, do not say precisely in what cases a uniform is necessary, but they specify it as one of the conditions under which (section 81) partisans or detached corps and (section 99) messengers carrying despatches are entitled to privileges of prisoners of war. Sections 82 and 84 also have some bearing upon our subject.

"82. Men, or squads of men, who commit hostilities, whether by fighting or inroads for destruction or plunder, or by raids of any kind without commission, without being part and portion of the organised army, and without sharing continuously in the war, but who do so with intermitting returns to their homes and avocations, or with the occasional assumption of the semblance of peaceful pursuits, divesting themselves of the character or appearance of soldiers. such men, or squads of men, are not public enemies, and therefore, if captured, are not entitled to the privileges of prisoners of war, but shall be treated summarily as highway robbers or pirates."

"84. Armed prowlers, by whatever names they may be called, or persons of the enemies' territory, who shall steal within the lines of the hostile army, for the purpose of robbing, killing, or destroying bridges, roads, or canals, or of robbing or destroying the mail, or of cutting the telegraph wires, are not entitled to the privileges of the prisoners of war."

As to the last division of the subject, there only remained, said Mr. Droop, to apply to it the conclusions deduced in the foregoing. The invaders ought to injure life and property as little as possible; individual inhabitants have no right to resist unless authorised by their own Government, and officered under its authority; but if so authorised and officered, the invaders must recognise them as legitimate combatants. He thought, however, that resistance of this class, including the defence of villages, ought to be discouraged by the Government of the invaded, because of the sufferings it must entail on the weak and helpless. Mr. Droop ended by urging the need of an international convention, such as those of Paris and Geneva, to settle all points of this kind, and thereby, as far as is possible, prevent the inevitable horrors of war from being aggravated by disputes about the mode of warfare, superadded to the original quarrel.

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Michaelmas Term, 1870.

FINAL EXAMINATION.

At the examination of candidates for admission on the roll of attorneys and solicitors of the superior courts, the Examiners recommended the following gentlemen, under the age of 26, as being entitled to honorary distinction:—

Seddon Bowman Smith, who served his clerkship to Messrs. Evans & Lockett, of Liverpool; and Messrs. Neal & Philpot, of London.

John Titterington Bownass, who served his clerkship to Mr. John Hirst Taylor, of Windermere; Mr. John Fisher, of Windermere; and Mr. John Scott, of King William-street, London.

Edward Augustus Salmon, who served his clerkship to Mr. Henry Augustus Salmon, of Bristol; and Messrs. Ley & Scott, of London.

Richard Seddon Toller, who served his clerkship to Messrs. Toller, of Leicester; and Messrs. Surr & Gribble, of London.

Thomas Astley Horace Hamond, B.A., who served his clerkship to to Messrs. Birch, Ingram, Harrison & Co., of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Smith, the prize of the Honourable Society of Clifford's-inn.

To Mr. Bownass, the prize of the Honourable Society of Clement's-inn.

To Mr. Salmon, Mr. Toller, and Mr. Hamond, prizes of the Incorporated Law Society.

The Examiners also certified that the following candidates, under the age of 26, whose names are placed in alphabetical order, passed examinations which entitle them to commendation:—

Uriah Bower Brodribb, B.A., who served his clerkship to Messrs. Randall & Angier, of London.

George Crosby, who served his clerkship to Messrs. Kilby & Son, of Banbury; and Mr. Thomas Wallace Goldring, of London.

Edward Amphlett Davis, who served his clerkship to Mr. Martin Curtler, of Worcester; and Messrs. Thomas White & Sons, of London.

Edward Downes, who served his clerkship to Messrs. White, Broughton, & White, of London.

Arthur Gough Harvie, who served his clerkship to Messrs. Ravenscroft & Hills, of London.

Francis Creed Mayer, who served his clerkship to Messrs. Keary & Son, of Stoke-upon-Trent.

Samuel Wells Page, who served his clerkship to Mr. John Hunt Thursfield, of Wednesbury; and Messrs. Fawcett, Horne, & Hunter, of London.

Edward Henry Plant, who served his clerkship to Mr. Benjamin Evans, of Newcastle Emlyn; and Mr. Charles Edward Abbott, of London.

The Council have accordingly awarded them certificates of merit.

The Examiners further announced to the following candidates that their answers to the questions at the examination were highly satisfactory.

Arthur Evans, who served his clerkship to Messrs. Digby & Son, of Maldon.

Edward Duncombe Eagles, who served his clerkship to Messrs. Evans & Laing, of London.

Henry Sandford, who served his clerkship to Mr. Samue Potter, of London.

That Mr. Evans would have been entitled to a prize, and Mr. Eagles and Mr. Sandford to certificates of merit, if they had not been above the age of 26.

The Examiners also reported that among the candidates from Liverpool in the year 1870, Mr. Seddon Bowman Smith passed the best examination, and was, in the opinion of the Examiners, entitled to honorary distinction.

The Council have therefore awarded to Mr. Smith the prize, consisting of a gold medal, founded by Mr. Timpron Martin, of Liverpool.

The gold medal founded by Mr. John Atkinson, for candidates from Liverpool or Preston, who have shown themselves best acquainted with the law of real property, and the practice of conveyancing, has been awarded to Mr. Lionel Barned Mozley, of Liverpool.

The Examiners also reported that among the candidates from Birmingham in the year 1870, Mr. Joseph Bennett Clarke was entitled to honorary distinction.

The Council have accordingly communicated this report to the Birmingham Law Society.

Mr. Frederick Huxley having, among the candidates in the year 1870, shown himself best acquainted with the law of real property and the practice of conveyancing, the Council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn.

The number of candidates examined this term was 132; of these 125 passed and 7 were postponed.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Dec. 16, 1870.

From the Official List of the actual business transacted.

3 per Cent. Consols, 91¾	Annuities, April, '85
Ditto for Account, Jan. 5, 91¾	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91¾	Ex Bills, £1000, — per Ct. 10 p m
New 3 per Cent., 91¾	Ditto, £500, Do — 10 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £400, — 10 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 331
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 209	Ind. Enf. Pr., 5 p C., Jan. '72 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 106
Ditto 5 per Cent., July, '80 110½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73 103
Ditto 4 per Cent., Oct. '88 100¾	Do. Bonds, 4 per Ct., £1000 20 p m
Ditto, ditto, Certificates, —	Ditto, ditto, under £100b, 20 p m
Ditto Enfaced Ppr., 4 per Cent. 90	

RAILWAY STOCK.

Shrs.	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	87
Stock	Caledonian	100	85½
Stock	Glasgow and South-Western	100	114
Stock	Great Eastern Ordinary Stock	100	38¾
Stock	Do., East Anglian Stock, No. 2	100	7
Stock	Great Northern	100	124
Stock	Do., A Stock*	100	134½
Stock	Great Southern and Western of Ireland	100	100
Stock	Great Western—Original	100	70
Stock	Lancashire and Yorkshire	100	132½
Stock	London, Brighton, and South Coast	100	41
Stock	London, Chatham, and Dover	100	12¼
Stock	London and North-Western	100	128
Stock	London and South-Western	100	90¼
Stock	Manchester, Sheffield, and Lincoln	100	45⅝
Stock	Metropolitan	100	63
Stock	Midland	100	128
Stock	Do., Birmingham and Derby	100	96
Stock	North British	100	33
Stock	North London	100	116
Stock	North Staffordshire	100	61½
Stock	South Devon	100	49
Stock	South-Eastern	100	74½
Stock	Taff Vale	100	165

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The first few days after our last report exhibited no change in the tone of the markets or the waiting attitude of persons concerned. The announcement, however, of a repudiation by Prussia of the Luxemburg guarantee had a rather depressing influence, and the funds and foreign markets close rather weaker than this time last week. The railway market seems but very slightly affected in sympathy, and the favourable traffic returns lately issued may have borne weight with investors.

The ordinary general meeting of the Gresham Life Assurance Society was held on Thursday at the head office of the company, 37, Old Jewry. The report stated that the new premiums for the year were £60,103 13s. 5d.; the annual income £418,377; and the realised assets £1,453,012. A bonus of £50,000 was declared.

The prospectus of the London Tramways Company (Limited) has been issued. The object of this company is to acquire and work as one consolidated undertaking two separate metropolitan tramways, incorporated under special Acts of Parliament passed in the two last sessions—viz., those of—1. The Metropolitan Street Tramways Company (the first company which obtained an Act for tramways in London). 2. The Pimlico, Peckham, and Greenwich Street Tramways Company. The capital is £250,000, in 25,000 shares of £10 each. 9,750 shares will be allotted in exchange for a corresponding number of shares of the existing shareholders of one of the companies, leaving for subscription 15,250 shares. The two tramway companies before-mentioned are, by their present Acts, empowered to construct and work tramways in nearly all the main thoroughfares on the south side, and extending to Victoria-station, Pimlico, on the north side of the Thames, comprising twenty-five miles of street, partly single, but principally double lines, making altogether about forty-five and a-half miles of tramway.

ESTATE EXCHANGE REPORT.

AT THE MART.

Dec. 6.—By Messrs. FAREBROTHER, CLARK & Co.

No. 62, Crawford-street, Portman-square, term 17½ years, net rental £39. Sold £350.

No. 38, Lisson-grove, Paddington, term 32 years, net rental £31. Sold 360.

No. 39, adjoining, same term, net rental, £25. Sold £310.

A leasehold improved rent of £30 per annum, secured on Nos. 94 and 95 in the same street, and for the same term. Sold £400.

A leasehold improved rent of £20 per annum, secured on Nos. 20 and 21, Praed-street, for a term of 41 years. Sold £300.

No. 87, Harrow-road, Paddington, term 56 years, net rental £80. Sold £1,150.

No. 52, Cambridge-terrace, Paddington, term 62 years, net rental £65. Sold £1,020.

Freehold public-house, The Czar's Head, situate at 48, Great Tower-street, let at £75 per annum. Sold £2,000.

Freehold public-house, the Star and Garter, No. 125, High-street, Shoreditch, let at £75 per annum. Sold £480.

A leasehold rent of £32 per annum, secured upon six houses in Keppel-street, Chelsea, for a term of 37 years. Sold £415.

By Mr. ROBERT BUTTS.

A freehold residence, No. 15, Royal-terrace, Southend. Sold £2,460.

By Mr. BOYCE.

A freehold ground rent of £4 per annum, secured upon a cottage at Mile-end—sold £70; freehold ground rent of £7 per annum, secured upon two houses at Whetstone—sold £130; freehold ground rent of £6 per annum, secured upon two houses in Barking-road—sold £100; freehold ground rent of £5 per annum, secured upon two houses in Barking-road—sold £85; freehold ground rent of £8 per annum, secured upon two houses in Stepney—sold £135; freehold ground rent of £4 15s. per annum, secured upon two houses in Newington-green—sold £105; two freehold ground rents of £3 each per annum, secured upon two houses in Newington-green—each sold £65; freehold ground rent of £3 per annum, secured upon two houses at Mildmay-park—sold £75; freehold ground rent of £5 per annum, secured upon two houses in Roman-road—sold £100; freehold ground rent of £21 per annum, secured upon two houses at Belvedere, Kent—sold £470.

A plot of freehold building land at Buckhurst-hill, 100 ft. by 156 ft. Sold £200.

A plot of freehold building land at Buckhurst-hill, 50 ft. by 156 ft. Sold £110.

Seven plots of freehold building land, at Romford, Essex. Sold £150.

AT GARRAWAY'S COFFEE HOUSE.

Dec. 6.—By Messrs. BELTON.

No. 19, St. Leonard's-street, Pimlico, term 53 years, ground rent £4. Sold 325.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

LAKE—On Dec. 10, at Roe-green House, Kingsbury, the wife of Benjamin Greene Lake, Esq., of Lincoln's-inn, of a son.

MYBURGH—On Dec. 9, at 8, Grosvenor-terrace, Prince's-park, Liverpool, the wife of Phillip A. Myburgh, Esq., barrister-at-law, of a daughter.

MARRIAGES.

DYNE—LUBBOCK—On Dec. 13, at Eccles, Norfolk, John Bradley Dyne, M.A., of Lincoln's-inn, barrister-at-law, to Rosamond Alice, youngest daughter of the Rev. Richard Lubbock, rector of Eccles.

NASH—FLOATE—On Dec. 10, at St. Mary's, Newington, John Robert Nash, Esq., solicitor, to Eliza Charlotte, only daughter of the late Joseph Lambert Floate, Esq., of Shackelford, Surrey.

NATHAN—TURNER—On Dec. 15, at the parish church, Armthorpe, Yorkshire, Nathaniel Nathan, of the Inner Temple, Esq., barrister-at-law, to Helen, only daughter of Thomas Turner, Esq., of Doncaster.

DEATHS.

BENNETT—On Dec. 14, at 55, Chepstow-place, Bayswater, Sophia, wife of Saint John Bennett, of the Temple, barrister-at-law, aged 49.

SHEPPARD—On Dec. 3, at Wells, Somerset, Henry Richard Sheppard, Esq., solicitor, aged 38.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, Dec. 9, 1870.

Skilbeck, Wm, & Edwd Clavey Griffith, Bedford-row, Middx, Attorneys and Solicitors. Aug 31.

Winding-up of Joint Stock Companies.

FRIDAY, Dec. 9, 1870.

LIMITED IN CHANCERY.

Hirwain Coal and Iron Company (Limited).—Petition for winding up, presented Dec 8, directed to be heard before the Master of the Rolls, on Saturday, Dec 17. Vallance & Vallance, Essex-st, Strand; agents for Press & Inskip, Bristol, solicitors for the petitioner.

International Land Credit Company (Limited).—Lord Justice James has, by an order dated June 24, appointed Sir Hy Drummond Wolff, Boscombe Tower, Ringwood, Geo Augustus Cape, 8, Old Jewry, and Wm Turquand, 16, Tokenhouse-yd, to be official liquidators.

Mersey and Weaver Company (Limited).—Petition for winding up, presented Dec 6, directed to be heard before Vice Chancellor Wickens, at 7, Stone-bldgs, Lincoln's-inn, on Tuesday, Dec 20. Billson, Lpool, solicitor for the petitioners.

Parcels Conveyance Company (Limited).—Petition for winding up, presented Nov 15, directed to be heard before Vice Chancellor Bacon, on Dec 17. Lawrance & Co, Old Jewry-chambers, solicitors for the petitioners.

TUESDAY, Dec. 13, 1870.

UNLIMITED IN CHANCERY.

Medical, Invalid, and General Life Assurance Society.—Creditors residing in London are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims to John Young, 16, Tokenhouse-yard. Monday Jan 30 (not Jan 1 as in Gazette of Nov 29), at 12, is appointed for hearing and adjudicating upon the debts and claims.

LIMITED IN CHANCERY.

Atlantic and Pacific International Ship Canal Company (Limited).—Vice Chancellor Stuart has, by an order dated Nov 21, appointed Septimus Fras Porter, 117, Bishopsgate-st Within, to be official liquidator. Creditors are required, on or before Jan 7, to send their names and addresses, and the particulars of their debts or claims, to Septimus Fras Porter, 117, Bishopsgate-st Within. Tuesday, Jan 17 at 1, is appointed for hearing and adjudicating upon the debts and claims.

Devon and Cornwall Granite Company (Limited).—Vice Chancellor Malins has, by an order dated Dec 3, ordered that the above company be wound up by this court. Snell, George-st, Mansion House, solicitor for the petitioner.

McQueen, Brothers (Limited).—Vice Chancellor Stuart has, by an order dated Dec 3, ordered that the above company be wound up by the court. Pulbrook, Threadneedle-st, solicitor for the petitioner.

Orwell Oyster Fishery (Limited).—The Master of the Rolls has, by an order dated Dec 3, ordered that the above fishery be wound up by this court. Freeborn, Bucklersbury, solicitor for the petitioner.

COUNTY PALATINE OF LANCASTER.

FRIDAY, Dec. 9, 1870.

Merioneth Slate and Slab Company (Limited).—Vice Chancellor Wickens has, by an order dated Dec 1, ordered that the above company be wound up. Partington & Allen, Manch, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, Dec. 9, 1870.

Union Friendly Society, Wheatsheaf Inn, West Hadden, Northampton. Dec 7.

Unity and Peace Friendly Society, King's Head Inn, Newport, Isle of Wight. Dec 7.

TUESDAY, Dec. 13, 1870.

Northamptonshire Life Assurance and Sick Benefit Society, Leicester-st, Northampton. Dec 8.

Pride of the Valley Friendly Society, King's Arms Inn, Tamerton Folliott, Devon. Dec 8.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, Dec. 9, 1870.

Allender, Fredk, Lpool, Hatter. Jan 2. Allender v Allender, V.C. Stuart. Markby & Co, New-sq, Lincoln's-inn.

Battin, Jas, Park-rd, Stockwell, Gent. Jan 9. Stacey v Simmons, V.C. Malins. Preist, Buckinghrm-st, Strand.

Beak, Daniel, Fairford, Gloucester, Gent. Jan 11. Beak v Beak, V.C. Bacon. Chubb, Malmesbury.

Blumberg, Ludwig Alex, St Paul's-churchyard, Esq. Dec 31, Barber v Barber, V.C. Stuart. Heather & Co, Paternoster-row.

Butler, John Hampton, Ashford, Kent, Stockbroker. Dec 31. Butler v Webb, V.C. Stuart. Webb, Argyll-st, Regent-st.

Chamberlayne, Sarah, Charles-st, Lowndes-sq. Jan 3. Chamberlayne v Brocket, M.R. Heath, Warwick.

Christophers, Mary Eliz, Malvern House, Clapham. Jan 2. Haffenden v Crowley, V.C. Stuart. Eldred, Gt James-st, Bedford-row.

Drummond, Right Hon Alberic, Lord Willoughby de Eresby, Bertie House, Twickenham. Jan 24. Parfitt v Chambre, V.C. Bacon. Nicholson, Lime-st.

Flover, John Wadham, Martin, Lincoln, Esq. Jan 11. Flover v Storer, V.C. Stuart. Simpson & Millington, Boston.

Hall, Thos, Alnwick, Northumberland, Pawnbroker. Jan 1. O'Flynn v Trotter, V.C. Malins. Bushy, Alnwick,

Holland, Joseph, Prince's End, Stafford, Butcher. Jan 13. Hyde v Holland, V.C. Stuart. Duignan & Co, Walsall.

James, David Davis Matthew, Penzance, Cornwall, Master Mariner. Jan 6. James v Harrison, M.R. Harrison, Walbrook.

Rivers, Cecil, Winchester, Lieut. in H.M. 19th Reg. of Foot. Jan 2. Lowth v Rivers, M.R. Bowker, Winchester.

Roberts, Thos Gough, Denbigh, Gent. Jan 11. Morgan v Hughes, V.C. Stuart. Davies, Denbigh.

Windham, Sir Chas Ashe, Montreal, Canada, Commander-in-Chief. Dec 23. Wallace v Windham, V.C. Bacon. Hansell, Norwich.

NEXT OF KIN.

Beak, Daniel, Fairford, Gloucester, Gent. Jan 11. Beak v Beak, V.C. Bacon.

Moore, Isaac, Tottenham Hale, Middx, Gent. April 20. Smith v Bennett, V.C. Malins.

TUESDAY, Dec. 13, 1870.

Beardsley, Lot, Edge Farm, Derby, Farmer. Jan 2. Burley v Saint, V.C. Stuart. Storer, Manch.

Boydell, Chas, Brixton-rd, Stockbroker. Jan 9. Boydell v Boydell, V.C. Stuart. Slack, Mount-st, Grosvenor-sq.

Maeers, Edwin, Sutton, Surrey, Builder. Jan 11. Burgess v Eve, V.C. Malins. Purrier, Union-ct, Old Broad-st.

Gill, Hannah, Kirby Moorside, York. Jan 13. Baines v Baines, V.C. Stuart. Petch, Kirby Moorside.

Grant, Geo, Arundel, Sussex, Gent. Dec 30. Constable v Grant, V.C. Bacon. Holmes, Arundel.

Hart, David, sen, George-st, Tower-hill, Wine Merchant. Jan 10. Kitching v Hart, V.C. Stuart. Green, Mitre-ct-chambers, Temple.

Heslop, Edward Thos, Sale, Chester, Financial Agent. Jan 7. Birkbeck v Heslop, Registrar's office, Manch.

Gurling, John Fisher, Norwich, Norfolk, Millwright. Jan 9. Gurling v Bream, V.C. Malins. Miller, Norwich.

Preston, Margaret Grace Gordon, Chulmleigh, Devon. Jan 10. Mackie v Darling, V.C. Stuart. Bishop, Exeter.

Ramsden, Jesse, Branicar, York, Gardener. Jan 31. Riley v Riley, V.C. Stuart. Jaxson & Co, Wakefield.

Creditors under 22 & 23 Vict cap. 35.

Last Day of Claim.

FRIDAY, Dec. 9, 1870.

Baker, Daniel Sebbon, Acre-lane, Brixton, Esq. Jan 1. Sawbridge & Wrentmore, Wood-st, Cheapside.

Brown, John, Moss Nook Farm, Skelmersdale, Lancaster, Farmer. Dec 24. France, Wigan.

Burke, Wm Hy, Thistle-grove, South Kensington, Esq. Feb 1. Gills Old Broad-st.

Coates, Thos, Arkingarthdale, York, Mining Agent. Jan 2. Tomlin, Richmond.

Crossland, Chas, Huddersfield, York, Woollen Cloth Manufacturer. Feb 10. Learoyd & Learoyd, Huddersfield.

Cross, Geo Hy, Barking, Essex, Glazier. Jan 14. Blewitt, New Broad-st.

Croydon, Richard, Forebridge, Stafford, Gent. Jan 2. Spilsbury, Stafford.

Davidson, Jas, Sandgate, Berwick-upon-Tweed, Builder. Jan 10. Sanderson, Berwick-upon-Tweed.

De la Rue, Wm Fredk, Harley-st, Merchant. Feb 1. Wilson & Co, Copthall-bldgs.

Ede, Geo Matthew, Southampton, Esq. Jan 8. Green & Moberley, Southampton.

Edmands, Hannah, Kingswinford, Stafford, Widow. Feb 1. Wight, Dudley.

Elam, Harriet Susannah, High-st, Camden-town. Jan 6. Dawbarn & Wise, March.

Fox, John, Ashbourne, Derby, Attorney. Feb 28. Brown, Ashby-de-la-Zouch.

Graham, Hy Oliver, East Lavant, Sussex, Captain. Feb 9. Taylor & Co, Furnival's-inn.

Harryman, Wm, Tunbridge Wells, Kent, Hop Merchant. Jan 1. Stone & Co, Tunbridge Wells.

Hodgson, Robert Nicholson, Everton, Lpool, Tallow Chandler. Jan 9. Toulmin & Co, Lpool.

Lacey, Edward, Burbage, Derby, Manager. Feb 17. Sale & Co, Manch.

Lister, Wm, St Swithin's-lane, Esq. Jan 24. Hunter & Co, New-sq, Lincoln's-inn.

Matthews, Eliz. Belitha-villas, Barnsbury-park. Feb 1. Sawbridge & Wrentmore, Wood-st, Cheapside.

Meggitt, Ann, Howden, York, Widow. Jan 15. Green, Howden.

Morris, Thomas, Drury-lane, Engineer. Jan 9. Richards, Warwick-st, Regent-st.

Pickard, Jeremiah, Leeds, Bricklayer. Dec 16. Simpson, Leeds.

Pinner, John, Harwich, Essex, Gent. Jan 31. R. S. Barnes, Harwich.

Rice, Wm, Weston Favell, Northampton, Gent. Jan 16. Britten & Browne, Northampton.

Robson, Priscilla, Moreton-in-Marsh, Gloucester. Dec 31. Matthews, Cardiff.

Thomas, Ann Maria, Clifton Vale, Bristol, Spinster. Jan 21. Miller, Bristol.

Timms, Ann, Leeds, Widow. Dec 31. Simpson, Leeds.

Tyson, Thos, Euston-sq, Esq. Jan 10. Pawle & Fearon, New-inn, Strand.

Walker, Geo Wm, Westbourne-grove, Ironmonger. Jan 10. Fearon, New-inn, Strand.

Warnes, Reuben, Tibenham, Norfolk, Farmer. Feb 10. Browne, Diss.

Watkins, Thos, Regent-st, Trimming Seller. Jan 21. Mason, Maddox-st, Regent-st.

TUESDAY, Dec. 13, 1870.

Bowring, John, Gt Portland-st, Esq. Jan 11. Parker & Co, St Paul's churchyard.

Elliott, Wm Hy, Maitland House, Kensington, Esq. Jan 31. Clayton & Sons, Lancaster-pl, Strand.

Horrocks, Joseph, Tonge, Lancaster, Draughtsman. Feb 1. Greenhalgh, Bolton.

King, Edward, Cold Ashby, Northampton, Farmer. March 1. Dennis, Northampton.

Lawrence, Timothy Bigelow, Boston, Suffolk, Gent. Feb 28. Gurney, Copthall-bldgs.

Mason, Daniel, Wimbledon, Land Agent. Feb 1. Sturt, Ironmonger-lane,

Mexborough, Right Hon. Anne, Dowager Countess of. Jan 31. Farrer & Co, Lincoln's-inn-fields.

Moore, Isaac, St John's-road, Hoxton Old Town, Master Tailor. Jan 28. Montagu, Bucklersbury.

Pym, Margaret, Devonshire-pl, Portland-pl. Feb 2. Meyrick & Co, Old Palace-yard, Westminster.

Scott, Benj Forrester, Park-hill-rd, Croydon, Manager, Jan 10. Cowdell & Grundy, Budge-row.

Singleton, Chas, Exeter, Devon, Gent. Feb 1. Whidbourne & Toner, Teignmouth.

Wragg, John Daniel, Chesterton, Cambridge, Gent. Jan 3. Prior, Cambridge.

Bankrupts.

FRIDAY, Dec. 9, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Freeman, Thos, Upper Thames-st, Coal Merchant. Pet Dec 5. Pepys. Dec 20 at 11.

Maitland, Wm Lauderdale, Thurloe-sq. Pet Dec 7. Hazlitt. Dec 21 at 12.

Quinn, Thomas, Manley-pl, Kennington-pk, Builder. Pet Dec 6. Murray. Dec 19 at 12.

Weld, Shireburn Joseph, Piccadilly, Gent. Pet Aug 12. Pepys. Dec 22 at 11.30.

To Surrender in the Country.

Bussell, John, Bristol, Builder. Pet Dec 7. Harley. Bristol, Dec 21 at 12.

Calcraft, John, Halifax, York, Contractor. Pet Dec 7. Rankin. Halifax, Dec 23 at 10.

Fillery, Richd, jun, Horfield, Sussex, Miller. Pet Dec 6. Eversbed. Brighton, Dec 20 at 11.30.

Kennedy, Jas, Reading, Berks, Tailor. Pet Dec 2. Collins. Reading, Dec 29 at 11.

Keyworth, Wm, Saxilby, Lincoln, Butcher. Pet Dec 3. Uppleby. Lincoln, Dec 17 at 11.

Mounsey, Wm, sen, Leeds, Cloth Manufacturer. Pet Dec 3. Marshall. Leeds, Dec 30 at 11.

Mounsey, Wm, jun, Yeadon, York, Cloth Manufacturer. Pet Dec 3. Marshall. Leeds, Dec 30 at 11.
Stroud, Jas Wm, Plymouth, Schoolmaster. Pet Dec 5. Pearce. East Stonehouse, Dec 23 at 11.
Whatmough, Jas, Ladyhouse, nr Milnrow, Lancaster, Stonemason. Pet Dec 7. Buckley. Oldham, Dec 21 at 12.

TUESDAY, Dec. 13, 1870.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Endle, John Stephens, Mitre-ct, Milk-st, Mantle Manufacturer. Pet Dec 8. Murray. Jan 9 at 11.
Turner, Geo Hogarth, Princes-st, Hanover-sq, Carver. Pet Dec 8. Pepys. Jan 12 at 11.

To Surrender in the Country.

Bollams, Wm, Deeping St James, Lincoln, Shoemaker. Pet Dec 10. Gaches. Peterborough, Dec 31 at 10.
Clarke, Thos, Rugeley, Stafford, Grocer. Pet Dec 10. Spilsbury. Stafford, Dec 30 at 12.
Fox, John, Whiteparish, Wilts, Yeoman. Pet Dec 9. Wilson. Salisbury, Dec 24 at 11.
Freitag, Chas, Southampton, Outfitter. Pet Dec 8. Thorndike. Southampton, Dec 28 at 1.
Latimer, Thos, Bradford, York, Stuff Manufacturer. Pet Dec 9. Robinson. Bradford, Dec 23 at 9.
Le Patourel, W., Waterloo, nr Lpool, Gent. Pet Dec 9. Watson. Lpool, Dec 28 at 12.
Lord, Joseph, Blackburn, Lancashire, Draper. Pet Dec 8. Bolton. Blackburn, Dec 28 at 12.
Manser, David, Surbiton Hill, Surrey, Builder. Pet Dec 9. Bell. Kingston, Dec 29 at 3.
Mayers, Albert Clement, Stafford, Boot Manufacturer. Pet Dec 9. Spilsbury. Stafford. Dec 30 at 11.
Miles, Geo, Surbiton Hill, Kingston-on-Thames, Grocer. Pet Dec 9. Bell. Kingston-on-Thames, Dec 29 at 3.
More, Wm, Scarborough, York, Wine Merchant. Pet Dec 3. Woodall. Scarborough, Dec 20 at 2.
Routledge, Robt, Appleton-upon-Wirke, York, Farmer. Pet Dec 10. Jefferson. Northallerton, Dec 23 at 12.
Roxby, Thos Maud, Cheriton. Pet Dec 8. Thorndike. Southampton, Dec 26 at 1.30.

BANKRUPTCIES ANNULLED.

FRIDAY, Dec. 9, 1870.

Coombe, Chas Wm, Russell-st, Drury-lane, Tailor. Dec 9.
Stanley, Wm, & Edwd Stanley, Morpeth, Northumberland, Watchmakers. Aug 30.

TUESDAY, Dec. 13, 1870.

Fitzroy, Ernest Jas Augustus. Nov 18.
Holding, John, & Alfd Dickens, St Mary's-road, Hornsey, Builders. Dec 8.
Thomson, Edmund, Manch, Comm Agent. Dec 8.

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Dec. 9, 1870.

Agutter, Frank, Brentford, Bootmaker. Dec 20 at 4, at office of Woodbridge & Sons, Clifford's-inn, Fleet-st.
Austin, Thos, Rochdale, Lancaster, Greengrocer. Dec 22 at 11, at offices of Roberts & Sons, John-st, Rochdale.
Axtell, Jas, Aston Clinton, Buckingham, Ropemaker. Dec 20 at 12, at offices of Henderson & Redhead, Fenchurch-st. Horwood, Aylesbury.
Azzoni, Francesco, & William Vilches, Old Broad-st, Merchants. Dec 28 at 12, at the Guildhall Tavern, Gresham-st. Head & Coode, Mark-lane.
Biggs, Fredk, Swansea, Glamorgan, Chemist. Dec 21 at 11, at offices of J. H. Clifton, Wind-st, Swansea. Biggs.
Bowers, Chas, Portsea, Southampton, Licensed Victualler. Dec 22 at 11, at 21 St George's-sq, Portsea. Champ.
Broadhurst, Jas, Congleton, Chester, Cab Proprietor. Dec 21 at 10, at office of Messrs. Cooper, Lawton-st, Congleton.
Brown, Joseph Calverwell, Bedford, Draper. Dec 23 at 3, at office of W. Stimson, Mill-st, Bedford.
Bucknell, Danl, Surrey-st, Croydon, General Dealer. Jan 2 at 2, at offices of Godfrey & Watson, High-st, Croydon. A. S. Godfrey, Basinghall-st.
Burrell, Hy, Portland-st, St James's, Frame Maker. Dec 29 at 2, at 18, Coleman-st. Miller & Miller.
Campbell, Andrew Dennon, Chippenham-rd, St Peter's-pk, Harrow-rd, Gent. Dec 20 at 2, at offices of H. A. Dubois, Gresham-bldgs, Basinghall-st. Lay. Chancery-lane.
Clamp, Thos, Landella-rd, East Dulwich, Builder. Dec 16 at 12, at offices of J. M. Dobson, Chancery-chambers, Quality-court, Chancery-lane.
Claydon, John, York, Brushmaker. Dec 23 at 1, at offices of Messrs. Mumpett, Judges'-st, York.
Condy, Geo Thos, Falcon-rd, Battersea, Attorney. Dec 22 at 2, at 32, Lupus-street, Pimlico. Mirfin, Staples-inn, Holborn.
Cornstick, John, Congleton, Chester, Attorney's Clerk. Dec 21 at 10, at offices of Messrs. Cooper, Lawton-st, Congleton.
Dalby, Saml, Bradford, York, Bookseller. Dec 23 at 10, at offices of J. Green, Aldermanbury, Bradford.
Davis, Chas, Baxter-rd, Brixton, Builder. Dec 21 at 3, at offices of G. M. Wetherfield, Gresham-bldgs.
Day, Wm, Bolton, Lancaster, Joiner. Dec 21 at 2, at offices of Ramwell & Pennington, Mawdsley-st, Bolton.
Day, Wm, & Thos Raby, Bolton, Lancaster, Builders. Dec 21 at 11, at offices of Ramwell & Pennington, Mawdsley-st, Bolton.
Downes, Wm White, Birm, Draper. Dec 21 at 11, at office of E. Parry, Bennett's-hill, Birm.
Eaner, Thos, Carnarvon, Clog Manufacturer. Dec 30 at 12, at the Liverpool Arms Hotel, Brook-st, Chester. R. D. Williams, Porth-yr-Aur, Carnarvon.
Fretwell, Geo, Sheffield, Confectioner. Dec 20 at 3, at offices of W. J. Clegg, Bank-st, Sheffield.
Forrest, Saml, Blackburn, Lancaster, Biscuit Manufacturer. Dec 22 at 3, at offices of Wilding & Son, Bank-chambers, Fedden-st, Blackburn.
Friday, Wm, jun, Cliffe, Kent, Miller. Dec 20 at 12, at office of W. W. Hayward, High-st, Rochester.
Godwin, John, jun, Birm, Fruiterer. Dec 22 at 12, at offices of E. Parry, Bennett's-hill, Birm.
Goldsworthy, Jas, King-st, Snow-hill, Baker. Dec 28 at 11, at office of J. H. Pearce, Giltspur-st.
Hampshire, Matthew Wm, Huddersfield, York, Builder. Dec 21 at 4, at office of W. Haigh, New-st, Huddersfield.
Harcombe, Geo Fredk, Cornwall-ter, Rye-lane, Peckham, Tailor. Dec 19 at 2, at offices of H. A. Dubois, Gresham-bldgs, Basinghall-st. Maynard, Clifford's-inn.
Hawkins, Edwin, Dartmouth-ter, Forest-hill, Carpenter. Dec 22 at 3, at office of E. Downs, Moorgate-st-chambers, Morgate-st. Wetherfield, Gresham-bldgs, City.
Haxell, Arthur, Hart-st, Wood-st, Leather Merchant. Dec 21 at 1, at the Guildhall Tavern, Gresham-st. Linklaters & Co, Walbrook.
Hincks, John (and not Huicks, as erroneously printed in last Friday's Gazette), Markfield, Leicester, Farmer. Dec 17 at 2, at offices of H. A. Owston, Friar-lane, Leicester.
Hipkins, Ann, Birm, Stationer. Dec 29 at 12, at office of A. Harrison, Paradise-st, Birm. Foster, Birm.
Hobern, John Robt, Addiscombe, Croydon, Builder. Dec 21 at 3, at 6, Broadway, Ludgate-hill.
Humphreys, Wm, Corwen, Merioneth, Joiner. Dec 26 at 1, at the Owen Glyndwr Hotel, Corwen. Louis, Ruthin.
Hurst, Wm, Croston, Lancaster, Builder. Dec 22 at 11, at office of Cattley & Fryer, Lime-st, Preston.
Jackson, John, North Ormesby, York. Dec 23 at 11, at the Station Hotel, Middlesborough. Bainbridge, Middlesborough,
Knowles, Chas, Thornton-heath, Croydon, Grocer. Dec 9 at 3, at offices of Bath & Co, King William-st.
Lane, Jas, Sherborne, Dorset, Hotel Keeper. Dec 22 at 4.30, at the Digby Hotel, Sherborne. Fussell & Co, Bristol.
Leers, Chas, Watling-st, Woollen Warehouseman. Dec 22 at 12, at offices of W. A. Plunkett, Gutter-lane.
Lewis, Sarah, Pontardawe, Glamorgan, Grocer. Dec 28 at 3, at offices of Jones & Curtis, South-ter, Neath.
Lowenthal, Otto, Lpool, Merchant. Jan 4 at 12, at offices of Kemp, Ford, MacArthur, & Co, The Temple, Dale-st, Lpool. Reynolds & Lyon, Lpool.
Maurice, Mortimer Bache, Bala, Merioneth, Comm Agent. Dec 28 at 1, at the White Lion Hotel, Hope-st, Wrexham. Passingham, Bria.
McCutcheon, Chas, Carnarvon, Shoe Dealer. Dec 30 at 2, at the Liverpool Arms Hotel, Brook-st, Chester. Williams, Porth-yr-Aur, Carnarvon.
Morris, Edwd, Lpool, Silk Mercer. Dec 20 at 2, at office of Anthony, York-bldgs, Dale-st, Lpool.
Morris, Wm, Lpool, Boot Manufacturer. Dec 23 at 3, at office of Masters, North John-st, Lpool.
Moulton, Harry Jas, Birm, Picture Frame Manufacturer. Jan 2 at 2, at office of Eaden, Norwich Union-chambers, Bennett's-hill, Birmingham.
Oakford, Chas Romain, Swindon, Wilts, Upholsterer. Dec 22 at 12, at offices of Kinneir & Tombs, High-st, Swindon.
Parker, Wm Michael, Kingston-upon-Hull. Dec 21 at 12, at 7, Land of Green Ginger, Kingston-upon-Hull. Mends.
Pritchard, Hugh, Everton, Lancaster, Mason. Dec 29 at 2, at offices of Sheen & Martin, Adelphi Bank-chambers, South John-st, Lpool. Biggs, Lpool.
Priest, Robt, Birm, Eating-house Keeper. Dec 30 at 3, at offices of Rowlands, Ann st, Birm.
Pulford, Wm, Birkenhead, Chester, Licensed Victualler. Dec 20 at 2, at offices of Anderson, Market-cross-chambers, Birkenhead.
Purves, Robt, jun, St Mary Cray, Kent, Grocer. Dec 22 at 2, at offices of Cook & Smith, Cheapside. Potter.
Raby, Thos, Bolton, Lancaster, Builder. Dec 21 at 3, at offices of Ramwell & Pennington, Mawdsley-st, Bolton.
Rebfeld, David, Leeds, Jeweller. Dec 16 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds.
Reeves, John, Burghfield, Berks, Farmer. Dec 24 at 3, at office of Smith Vachel-rd, Greyfriars, Reading.
Reynolds, Robt, Walsall, Stafford, Grocer. Dec 22 at 12, at offices of Stanley, Bridge-st, Walsall.
Robinson, Wm Owen, Pontefract, York, Wine Merchant. Dec 22 at 11, at offices of Clough, Market-st, Huddersfield.
Ruffle, John, Wroxall, Isle of Wight, Commercial Traveller. Dec 21 at 11, at the Star Inn, Ryde. Hooper, Newport.
Shawe, Thos Long, Thomas-st, Horsleydown, Lieutenant-Colonel. Jan 3 at 12, at office of Towne, Bow-st, Covent-garden.
Thwaites, Richd, New Elvet, Durham, Grocer. Dec 23 at 11, at offices of Salkeld, Sadler-st, Durham.
Timms, Hy, Fulham-rd, Brompton, Tailor. Dec 22 at 2, at offices of Halse & Co. Cheapside.
Tuer, John, & Saml Wofenden, Farnworth, Lancaster, Ironfounders. Dec 21 at 3, at office of Hall & Rutter, Acresfield, Bolton.
Wheatley, Alfd Hy, New Cross-rd, Italian Warehouseman. Dec 19 at 11, at offices of Lovett, King William-st, London-bridge.
Williams, John Thos, Ellesmere, Salop, Bootmaker. Dec 20 at 3, at the Guildhall, Oswestry. Mountford.
Wright, Jas, Berkeley-st, Rotherithe, Carman. Dec 21 at 3, at offices of Lawrance, Plews, & Co, Old Jewry-chambers.

TUESDAY, Dec. 13, 1870.

Adams, Benj, Cardiff, Journeyman Shipwright. Dec 24 at 11, at 6, Edward-pl, Cardiff.
Adamson, Thomas, Kingston-upon-Hull, Glass Dealer. Dec 21 at 2, at office of Summers, Manor-st, Kingston-upon-Hull.
Bates, Fredc Parmenas, Brighton, Sussex, Bookseller. Jan 3 at 12, at offices of Smith, Fawdon, & Low, Bread-st, Cheapside.
Bebro, Marcus, Cheetham, Manch, General Merchant. Dec 23 at 3, at offices of Storer & Co, Fountain-st, Manch.
Bestwick, Thos, & Wm Bestwick, Manch, Smallware Manufacturers. Dec 29 at 3, at office of Leigh, Brown-st, Manch.
Billingsley, Chas, Manch, Saddler. Jan 3 at 3, at offices of Hodgson, Cross-st, Manch.

Bines, Jonathan Hy, Chatham, Kent, Plumber. Dec 28 at 11, at offices of Stephenson, Gibraltar-pl, New-rd, Chatham.

Blair, Jas, Leeds, Draper. Dec 23 at 10, at offices of Cheaney, Dewhirst's-bldgs, Manchester-rd, Bradford.

Brockett, Margaret, Gateshead, Durham, Printer. Dec 30 at 12, at offices of Hoyle, Shipley, & Hoyle, Mosley-st, Newcastle.

Carter, Mary, Sebastopol, nr Pontypool, Monmouth, Grocer. Dec 27 at 11, at offices of Williams, High-st, Newport. Graham & Gibbs.

Catlin, Geo. Sutton Coldfield, Warwick, Innkeeper. Jan 3 at 11, at office of Walter, Weaman-row, St Mary's-sq, Birm.

Chaplin, Wm, Great Bridge, nr Westbromwich, Stafford, Miller. Dec 22 at 3, at office of Stubbs & Fowke, Waterloo-st, Birm.

Cox, Edwd Isaac, Ottery St Mary, Devon, Builder. Dec 22 at 2, at office of Jeffery, Ottery St Mary.

De Jongh, Jas, Manch, Salesman. Dec 24 at 11, at offices of Partington & Allon, Townhall-bldgs, King-st, Manch.

Dobson, John, jun, Nottingham, Lace Manufacturer. Dec 28 at 12, at offices of Enfield & Dowson, Low-pavement, Nottingham.

Eccles, Chas Wm, St Matthew's-pl, Effra-rd, Brixton, Surgeon. Dec 28 at 11, at offices of Burchall & Rogers, Southampton-bldgs, Chancery-lane. Nind, Basinghall-st.

Ellis, Wm Procter, & Jas Townend Moore, Lpool, Wine Merchants. Dec 28 at 1.30, at offices of Bellringer, North John-st, Lpool.

Fasham, Alfd, Margate, Kent, Draper. Dec 27 at 3, at office of Webster, Basinghall-st.

Frederick, Leonard, Barrow-in-Furness, Lancaster, Jeweller. Jan 4 at 3, at office of Joseph & Sons, St Paul's-sq, Birm.

Glover, John Wm, Leamington Priors, Warwick, Plumber. Dec 23 at 2, at office of Greenway & Co, Jury-st, Warwick.

Godlonton, Wm Hy, Kingsland-rd, Window-blind Maker. Dec 29 at 11, at office of Fruston, Sion-college, London-wall.

Greenwood, Susannah, Rochdale, Lancaster, out of business. Dec 23 at 11, at office of Standing, jun, The Butts, Rochdale.

Hall, Hy, Eardisland, Hereford, Farmer. Dec 24 at 12, at the Royal Oak Hotel, South-st, Leominster. Andrews, Leominster.

Harmston, Watson, Canwick, Lincoln, Farmer. Dec 23 at 11, at office of Tweed, Guildhall, Lincoln.

Hill, John, Exeter, out of business. Dec 23 at 1, at office of Laidman, Bedford-circus, Exeter.

Holt, Jas, Rusholme, Lancaster, Boot Dealer. Dec 27 at 3, at office of Millar & Dawson, Chancery-pl, Booth-st, Manch.

Hughes, John, Tunstall, Stafford, Grocer. Dec 26 at 3, at the Copeland Arms Hotel, Stoke-upon-Trent.

Insley, John, Dudley, Worcester, Licensed Victualler. Dec 28 at 11, at the White Hart Hotel, Burton-upon-Trent. Perks, Burton-upon-Trent.

Jackson, Geo, Bristol, Boot Manufacturer. Dec 21 at 12, at office of Fussell & Co, Lpool-chambers, Corn-st, Bristol.

Jagger, Benj, Lpool, Leather Merchant. Dec 23 at 2, at office of Cotton, Adelphi Bank-chambers, South John-st, Lpool.

James, Frank Geo, Bristol, Boot Manufacturer. Dec 23 at 11, at offices of H. H. Beckingham, Albion-chambers, Broad-st, Bristol.

Johnson, Jas, Sunderland, Durham, Grocer. Dec 22 at 11, at offices of Sherwood & Co, John-st, Sunderland.

Jones, Geo, Manch, Shoe Dealer. Dec 23 at 12, at offices of T. L. Brough, St Mary's-pl, Stafford.

Jones, Jonathan Price, Ystalyfera, Glamorgan, Draper. Dec 23 at 1, at offices of Williams & Co, Exchange, Bristol. Beckingham, Bristol.

Jones, Sarah, Caldecott, Monmouth, Grocer. Dec 28 at 12, at offices of Cross & Co, Small-st-ct, Bristol. Benson & Elletson, Bristol.

Keywood, Jas, Bognor, Sussex, Builder. Jan 2 at 2, at the Dolphin Hotel, Chichester. Stuckey, Brighton.

Kirk, Edward, Brick-lane, Spitalfields, Corn Dealer. Dec 22 at 12, at offices of Smith & Co, Bread-st, Cheapside.

Latimer, Digby, & Geo Latimer, Eastcheap, Chemical Agents. Jan 5 at 2, at offices of Lawrance & Co, Old Jewry-chambers.

Lloyd, Peter, Birkenhead, Chester, Provision Dealer. Dec 23, at 12 at offices of T. M. Downham, Market-st, Birkenhead.

Lloyd, Richard Owen Elwin, Norwich, Coal Merchant. Dec 21 at 11, at offices of Miller & Son, Bank-chambers, Norwich.

Yearsley, Wm Romsey Lugg Charlton, & Stephen Yearsley, Commercial Sale Rooms, Mincing-lane, Colonial Brokers. Dec 24 at 12, at offices of H. Empson, Moorgate-st.

Lynall, Geo, Birm, Painter. Dec 23 at 11, at office of E. Parry, Bennett's-hill, Birm.

McCulloch, John, Raquet-ct, Fleet-st, Bookbinder. Dec 30 at 12, at offices of Honey & Co, King-st, Cheapside. Titt, Old Jewry-chambers.

Musgrove, Hy Budd, Honiton, Devon, Grocer. Dec 27 at 3, at 13, Bedford-circus, Exeter.

Nathan, Gustavus, Manch, Tailor. Dec 28 at 3, at offices of J. Sampson, South King-st, Manch.

Nock, Edwin, Rowley Regis, Stafford, Coalmaster. Dec 30 at 11, at offices of W. Shakespeare, Church-st, Oldbury.

Percival, Wm, Barton-upon-Humber, Lincoln, Mattress Manufacturer. Dec 23 at 11, at offices of H. E. Mason, Whitecross-st, Barton-upon-Humber.

Rautmann, Louis, Gutter-lane, Foreign Warehouseman. Dec 29 at 1, at the Chamber of Commerce, Cheapside. Lewis & Lewis, Ely-pl, Holborn.

Salter, Hy, Barbican-market, Corn Merchant. Dec 20 at 3, at offices of E. E. Marshall, Hatton-garden.

Savidge, Edward, Chatham, Kent, Draper. Dec 22 at 11, at offices of J. Funston, Sion-college, London-wall.

Shanks, Wm, Gorleston, Suffolk, Smackowner. Dec 28 at 1, at offices of J. Le Marchant Bishop, Hall-pl, Gt Yarmouth.

Smith, Thos Houldsworth, Blackpool, Lancaster, Joiner. Dec 29 at 11, at office of Turner & Son, Fox-st, Preston.

Smith, Wm, Clayton-le-Moors, Lancaster, Grocer. Dec 28 at 11, at offices of Clough & Polding, Tackett-st, Blackburn.

Stenson, Thos, Derby, Elastic Web Manufacturer. Jan 3 at 1.30, at offices of Gamble & Cooke, Full-st, Derby.

Stoner, Adolphus, Brighton, Sussex, Tobacconist. Dec 24 at 12, at offices of A. F. Gell, Ship-st, Brighton.

Tetley, Samuel, Wootton Bassett, Wilts, Corn Factor. Dec 28 at 12, at offices of Kinnier & Tombs, High-st, Wootton Bassett.

Thornton, Parkin, jun, Seaham Harbour, Durham, Builder, Dec 27 at 2, at office of W. B. Brewis, Royal-arcade, Newcastle-upon-Tyne.

Welch, Eleanor, Manch, Dressmaker. Dec 27 at 3, at offices of J. W. Addishaw, King-st, Manch.

White, Frede Edward, Norwich, Licensed Victualler. Dec 23 at 12, at offices of Emerson & Sparrow, Rampant Horse-st, Norwich.

Wiggs, March, Lambeth-rd, Builder. Dec 28 at 12, at offices of Reed & Lovell, Guildhall-chambers, Basinghall-st.

Wilhelms, Krozuski, Westbourne-grove, Bayswater, Merchant Tailor. Dec 28 at 2, at offices of J. Perry, Guildhall-chambers, Basinghall-st.

Willan, Benj, Broadway, Deptford, Baker. Dec 28 at 1, at offices of Stibbard & Beck, East India-avenue, Leadenhall-st.

Wood, Wm Hy, Mark-lane, Commercial Traveller. Dec 28 at 12, at offices of Messrs. Harrison, Walbrook.

Worthington, Edward, Manch, Baker. Dec 21 at 3, at offices of Sutton & Elliott, Brown-st, Manch.

Wynn, Wm Nathaniel, Brocklesby, Lincoln, Surveyor. Dec 22 at 11, at offices of Grange & Winteringham, West St Mary's-gate, Gt Grimsby.

REPORT OF THE DIRECTORS
OF THE
GRESHAM LIFE ASSURANCE SOCIETY.

The Directors have the pleasure to present to the Shareholders their Annual Report on the operations of the twenty-second financial year, ending the 30th June, 1870, and on the triennial valuation of the affairs of the Society.

During the financial year, 3,971 Proposals were made for assuring the sum of £1,848,728; of these 3,552 were accepted for the assurance of £1,656,617, and Policies were issued accordingly, giving rise to an annual premium income of £60,103 13s. 5d.

The balance of debits and credits of the premium account for the past year shows that, after deducting the amount paid for re-assurances, the income derived from premiums was £363,837 9s. 7d., including £58,168 8s. 2d. in premiums for the first year of assurance.

The interest received on invested funds amounted to £54,539 10s. 9d., which, together with the amount received from premiums, as above, raised the income of the Society to £418,377 0s. 4d. for the year.

A further amount of £17,889 0s. 10d., was received as purchase-money for annuities, and there was paid to annuitants the sum of £21,990 12s. 4d.

The amount paid during the year for the satisfaction of claims under the Society's policies, together with the bonus additions thereto, was £138,803 7s. 9d.

After payment out of the income of the foregoing and all other charges for the year, there remained a sum of £172,961 16s. 5d., which increased the fund accumulated to meet the engagements of the Society under their contracts for assurances and annuities.

The adjustment of this fund can only be made at the periods of the triennial valuation; the amount to be apportioned as the reserve for the assurance and annuity contracts being then determined by calculation. One of such periods happened on the 30th June last, and the Actuary having examined the registers of the Society, and valued the policies in force at that date, reported to the Board in the following terms:—

TO THE BOARD OF DIRECTORS OF THE
GRESHAM LIFE ASSURANCE SOCIETY.

GENTLEMEN,

In obedience to your instructions, I have to report on the Society's contracts for Assurances and Annuities in force on the 30th June, 1870.

I have examined the registers of the Society, and extracted from them all the data requisite for a valuation. As for the policies on the lives of adults, the valuation has been made on the basis of the Law of Mortality deduced from the experience of seventeen Life Assurance Offices; while for those depending upon the lives of children, the Carlisle tables of mortality have been employed, because the experience tables commence only at the age of ten years. The rate of Interest assumed in the calculations was at the rate of 3½ per cent. The results obtained by the analysis of the assurance and annuity contracts and the valuation of them are shown in the tabular statements appended to my report. It appears by them:

1st. That the Society had on its registers as in force on the 30th June, 1870, 23,945 policies for assuring a total sum with the bonus additions of £9,463,175, giving rise to an annual income of £366,758, to be received by the Society for the maintenance of the contracts, while the re-assurances amounted to £120,986, with an annual premium payable for them of £4,236.

2nd. That on the 30th June last, allowance being made for the re-assurances, the present value of the sums to be paid by the Society was £4,866,868, and the present value of the income from premiums to be received by the Society was £4,260,853. This latter amount includes the present value of the loading of the future premiums.

3rd. That there were 504 contracts for annuities, amounting to £19,453 per annum, of which £17,964 already payable by the Society, and the remainder at deferred periods, but subject to the payment to the Society in the meanwhile of £415 per annum.

4th. That on the 30th June last the present value of the annuities to be paid by the Society, whether immediately or at some future time, was £127,134, and that the present value of the premium income to be received by the Society for the maintenance of the contracts for deferred periods was £2,428.

I certify the accuracy of the data and of the valuation: the essential results of which are reported to you under these four heads.

Taking into consideration the general arrangements of the Society, I am of opinion, and recommend that the Board should reserve a sum of £600,000 out of the present value of the premium income to provide for future expenses and future bonuses.

The Assurance and Annuity Fund would in that case be as follows:—

Value of sums assured and bonus, less sums re-assured		£4,866,868
Value of premium income, less the amounts paid for re-assurances	£4,260,853	
Reserve for future expenses and bonuses	600,000	
		3,660,853
Assurance Fund		£1,206,015
Value of sums payable for annuities	£127,134	
Value of the premium income receivable thereunder	2,428	
Annuity Fund		124,706
		£1,330,721

This total of £1,330,721 is required as a reserve for the assurance and annuity contracts in force on the 30th June, 1870, and should appear as such in the General Balance Sheet of the Society for that date.

I have the honour to be,
GENTLEMEN,
Your faithful Servant,
F. ALLAN CURTIS, F.I.A.,
Actuary and Secretary.

37, Old Jewry, London,
29th November, 1870.

The Directors, acting upon this report, have entered in the General Balance Sheet on the debit side of the account the sum of £1,330,721 as the amount required for the assurance and annuity contracts.

The Accounts have been duly audited by G. H. LADBURY Esq., the Public Accountant, and by WM. WHITELOCK, Esq., a Shareholder (on the part of the Shareholders), and by the Notary Public WILLIAM W. VENN, Esq., a Policy-Holder (on behalf of the Policy-Holders). The whole of the securities or documents representing the realised assets of the Society have been recently verified both by the Directors and the Auditors. The General Balance Sheet is as follows:—